

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jacobson Acquisition Holdings LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	FirstMerit Bank, N.A.
Street Address:	2430 West Indian Trail
City:	Aurora
State/Country:	ILLINOIS
Postal Code:	60506
Entity Type:	national banking association: ILLINOIS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3007819	THUNDERBAY OUTFITTERS
Registration Number:	1103040	TRI-FOLIO
Registration Number:	1103950	TRANSCADDY
Registration Number:	1104355	STRAP-PAK
Registration Number:	1104333	BIG MATE

**CORRESPONDENCE DATA**

Fax Number: 2029068669  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2029068790  
 Email: smckeon@dykema.com  
 Correspondent Name: Shannon Marie McKeon  
 Address Line 1: 1300 I Street, N.W.  
 Address Line 2: Suite 300  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$140.00 3007819

ATTORNEY DOCKET NUMBER:	105448.0006
NAME OF SUBMITTER:	Shannon Marie McKeon
Signature:	/Shannon Marie McKeon/
Date:	01/17/2013
Total Attachments: 6 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif	

**SHORT FORM  
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 31, 2012, is by JACOBSON ACQUISITION HOLDINGS LLC, a Delaware limited liability company, successor by merger to S. I. Jacobson Mfg. Co., an Illinois corporation ("Grantor"), in favor of FIRSTMERIT BANK, N.A., a national banking association ("Grantee").

**WITNESSETH:**

WHEREAS, the Grantee has agreed to extend credit to Grantor pursuant to that certain Loan and Security Agreement, dated as of even date herewith, between the Grantor, and Grantee (the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement the Grantor has agreed to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Loan Agreement and to induce the Grantee to extend credit thereunder, Grantor hereby agrees with Grantee:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Loan Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks and trademark applications, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee as set forth and pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

*[Remainder of page intentionally left blank; signature pages follow]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JACOBSON ACQUISITION HOLDINGS LLC,  
a Delaware limited liability company, successor  
by merger to S. I. Jacobson Mfg. Co., an Illinois  
corporation

By: Charles Mingo  
Name: \_\_\_\_\_  
Title: Manager

Acknowledged:

FIRSTMERIT BANK, N.A.

By: Nicholas D. Yerkes  
Name: Nicholas D. Yerkes  
Title: Commercial Banking Officer

[Acknowledgement Page Follows]

ACKNOWLEDGEMENTS

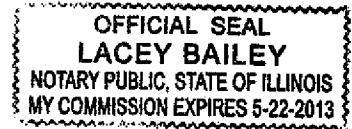
STATE OF Illinois )  
 )ss.  
COUNTY OF Cook )

I Lacey Bailey, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles Gopplez, the Manager of JACOBSON ACQUISITION HOLDINGS LLC, a Delaware limited liability company, successor by merger to S. I. Jacobson Mfg. Co., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of December, 2012.

Lacey Bailey  
Notary Public

My Commission Expires: 5/22/2013



STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, a \_\_\_\_\_ of FIRSTMERIT BANK, N.A., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of December, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[Schedule 1 Follows]

ACKNOWLEDGEMENTS

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_ of JACOBSON ACQUISITION HOLDINGS LLC, a Delaware limited liability company, successor by merger to S. I. Jacobson Mfg. Co., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of December, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF Illinois )  
 )ss.  
COUNTY OF Kane )

I R Drake, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nicholas Yerkes, a Commercial Banker of FIRSTMERIT BANK, N.A., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of December, 2012.





[Signature]  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1/20/2015

[Schedule 1 Follows]



**SCHEDULE 1  
TO  
SHORT FORM TRADEMARK SECURITY AGREEMENT**

Grantor	Mark	Registration No.	Registration Date	Appln. No.	Status
JACOBSON ACQUISITION HOLDINGS LLC, a Delaware limited liability company, successor by merger to S. I. Jacobson Mfg. Co., an Illinois corporation	THUNDERBAY OUTFITTERS	3,007,819	October 18, 2005	78-272194	Renewal due October 18, 2015
	TRI-FOLIO and Design 	1,103,040	September 26, 1978	73-140453	Cancelled
	TRANSCADDY (Stylized) 	1,103,950	October 10, 1978	73-140449	Expired
	STRAP-PAK (Stylized) 	1,104,355	October 17, 1978	73-140450	Expired
	BIG MATE (Stylized) 	1,104,333	October 17, 1978	73-140451	Expired