

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement (Senior Subordinated Debt)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCOUT LIMITED, INC.		02/28/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza, MD 109047		
Internal Address:	Attn: Mezzanine Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4230583	SPLIT P	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8856		
Email:	jspiantanida@vorys.com, rsdonnell@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Richard S. Donnell, Esq.		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-210/1707/SCOUTSUB		
NAME OF SUBMITTER:	Richard S. Donnell		

CH \$40.00 4230583

Signature:	/richard s donnell/
Date:	03/02/2013
<b>Total Attachments: 5</b> source=(15912401)_(1)_First Amendment to Trademark Security Agreement- Senior Sub (2)#page1.tif source=(15912401)_(1)_First Amendment to Trademark Security Agreement- Senior Sub (2)#page2.tif source=(15912401)_(1)_First Amendment to Trademark Security Agreement- Senior Sub (2)#page3.tif source=(15912401)_(1)_First Amendment to Trademark Security Agreement- Senior Sub (2)#page4.tif source=(15912401)_(1)_First Amendment to Trademark Security Agreement- Senior Sub (2)#page5.tif	

**A FIFTH THIRD BANCORP BANK**

**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT  
(SENIOR SUBORDINATED DEBT)**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (SENIOR SUBORDINATED DEBT) (this "Amendment") is made and entered into as of February 28, 2013 (the "Effective Date") by and between SCOUT LIMITED, INC., a North Carolina corporation, whose principal place of business and mailing address is 316 West Edenton Street, Suite 110, Raleigh, NC 27603 (hereinafter "Debtor"), and FIFTH THIRD BANK, an Ohio banking corporation (hereinafter sometimes "Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (hereinafter collectively, "Secured Party"), and is as follows:

**Preliminary Statements**

**A.** Debtor and Secured Party entered into that certain Amended and Restated Senior Subordinated Credit Agreement dated as of March 2, 2011, as amended by the First Amendment to Amended and Restated Senior Subordinated Credit Agreement dated as of March 22, 2012, and the Second Amendment to Amended and Restated Senior Subordinated Credit Agreement dated even date herewith (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

**B.** In connection with the Credit Agreement, Debtor has executed and delivered to Secured Party the Trademark Security Agreement dated as of February 21, 2006 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

**C.** Pursuant to, and in accordance with, the terms of the Credit Agreement and the other Loan Documents, Secured Party requires that this Amendment be executed and delivered by Debtor.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in the Credit Agreement, the other Loan Documents and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

**1. Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a

part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral and the Trademarks (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid and second priority Liens (subject only to first priority Liens in favor of FTSF) on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

**FIFTH THIRD BANK**

**SCOUT LIMITED, INC.**

By: \_\_\_\_\_  
David J. Williams, Senior Vice President

By: Martin C. Metzler  
Martin C. Metzler, Chief Executive Officer

STATE OF NORTH CAROLINA,  
COUNTY OF Lenoir, SS:

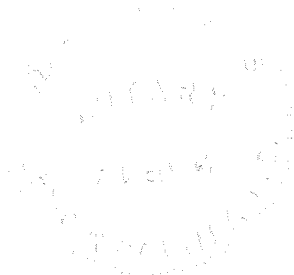
I, Kimberly S. Lewis, a Notary Public, do hereby certify that Martin C. Metzler, the Chief Executive Officer of Scout Limited, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of Scout Limited, Inc.

Witness my hand and official seal, this the 26<sup>th</sup> day of February, 2013.

Kimberly S. Lewis  
Notary Public

My commission expires:

5.26.2014



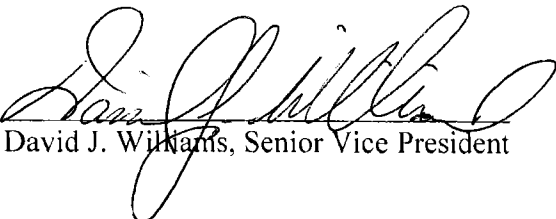
SIGNATURE PAGE TO  
SCOUT LIMITED, INC.  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT  
(SENIOR SUBORDINATED LOAN)

**TRADEMARK**  
**REEL: 004973 FRAME: 0825**

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

**FIFTH THIRD BANK**

**SCOUT LIMITED, INC.**

By:   
David J. Williams, Senior Vice President

By: \_\_\_\_\_  
Martin C. Metzler, Chief Executive Officer

STATE OF NORTH CAROLINA,  
COUNTY OF \_\_\_\_\_, SS:

I, \_\_\_\_\_, a Notary Public, do hereby certify that Martin C. Metzler, the Chief Executive Officer of Scout Limited, Inc., a North Carolina corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of Scout Limited, Inc.

Witness my hand and official seal, this the \_\_\_ day of February, 2013.

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

My commission expires:  
\_\_\_\_\_

SIGNATURE PAGE TO  
SCOUT LIMITED, INC.  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT  
(SENIOR SUBORDINATED LOAN)

**TRADEMARK**  
**REEL: 004973 FRAME: 0826**

**SCHEDULE I**  
**TRADEMARKS**

Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
Split P	Registered	85-222,876	1/21/2011	Reg. No. 4,230,583	10/23/2012

Licenses:

None.