

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
Le Bleu Corporation		07/29/2009	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	RBC Bank (USA)		
Street Address:	Lending Service Center, P.O. Box 1220		
City:	Rocky Mount		
State/Country:	NORTH CAROLINA		
Postal Code:	27802		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85886175	LE BLEU	
Serial Number:	85492597	THE WATERSMITH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@parkerpoe.com		
Correspondent Name:	William B. Cannon		
Address Line 1:	150 Fayetteville St., Ste. 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	133169		
NAME OF SUBMITTER:	William B. Cannon		
Signature:	/William B. Cannon/		

Date:

04/12/2013

Total Attachments: 6

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

COPY

THIS AGREEMENT ("Agreement") is made as of the 29th day of July, 2009 between Le Bleu Corporation, a North Carolina corporation having a mailing address at 3134 Cornatzer Rd., Advance, NC 27006 ("Assignor") and RBC Bank (USA), a North Carolina banking corporation having a mailing address at Lending Service Center, P.O. Box 1220, Rocky Mount, NC 27802 ("Lender").

BACKGROUND. Assignor has executed and delivered to Lender three (3) promissory notes in the principal amounts of \$741,000.00, \$1,500,000.00 and \$2,000,000.00 (each of which is referred to as a "Note" and collectively referred to as the "Notes") pursuant to a certain Business Loan Agreement dated June 22, 2005, between Assignor and the Lender (as amended from time to time, the "Loan Agreement"). Assignor has requested certain changes to the terms of the Notes as evidenced by the Change In Terms Agreements dated as of the date hereof by and between Lender and Assignor with respect to each Note (collectively, the "Change In Terms Agreement"). In order to induce the Lender to execute and deliver the Change in Terms Agreement, Assignor has agreed to assign to Lender certain trademark rights. This Change in Terms Agreement is being executed contemporaneous with a Commercial Security Agreement under which the Lender is granted a lien on and security interest in machinery, equipment formulations, manufacturing procedures, quality control procedures and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Commercial Security Agreement or the Related Documents (as defined in the Commercial Security Agreement), in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of the Notes and all Indebtedness (as defined in the Commercial Security Agreement), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the trademark applications and trademarks listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

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- (b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) No Claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with Paragraph 2(g).

4. Assignor agrees that, until all of the Notes and Indebtedness (collectively, the "Liabilities") shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of Paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by Paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Commercial Security Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor

agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Lender.

8. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in Paragraph 7, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Greensboro, North Carolina, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be

borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this Paragraph 12.

13. In the event of the occurrence of an Event of Default under the Commercial Security Agreement or Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but as Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of North Carolina.

ATTEST – CORPORATE SEAL

LE BLEU CORPORATION

By: [Signature]
Corporate, Secretary

By: [Signature]
Name: Jerry W. Smith
Title: President

RBC BANK (USA)

By: [Signature]
Name: Bandy Shem
Title: Comm Acct Mgr

STATE OF NORTH CAROLINA
COUNTY OF DAVIE

I, GEORGE H ANDREWS JR, a Notary Public of the County of DAVIE and State of North Carolina, certify that JERRY W SMITH [name of officer], either being personally known to me or proven by satisfactory evidence (said evidence being PERSONALLY KNOWN), personally appeared before me this day and acknowledged that (s)he is President of Le Bleu Corporation a North Carolina corporation, and that (s)he, as President, being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 7th day of AUGUST, 2009.

My Commission Expires:

AUGUST 23, 2010

[Signature]
Notary Public
GEORGE H ANDREWS JR
Printed Name

Schedule A
To
Trademark Collateral Assignment dated July 29, 2009,
between Le Bleu Corporation and RBC Bank (USA)

<u>Application or</u> <u>Mark No.</u>	<u>Country</u>	<u>Registration or</u> <u>Filing Date</u>	<u>Expiration</u> <u>Date</u>
1,698,481	USA	June 30, 1992	June 30, 2012
2,825,757	USA	March 23, 2004	March 22, 2014
2,763,371	USA	September 16, 2003	September 15, 2013