

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
Key Industries, Inc.		04/12/2013	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	FCC, LLC, d/b/a First Capital		
Street Address:	3520 NW 58th Street		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73112		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2089602	WOLF MOUNTAIN HUNTINGWEAR BY KEY	
Registration Number:	0669330	TUF-NUT	
Registration Number:	3436758	LAKIN MCKEY TRADING CO. BY KEY	
Registration Number:	2082680	POLAR KING	
Registration Number:	0536624	TUF NUT	
Registration Number:	3417591	TUF-NUT	
Registration Number:	1197997	KEY "IMPERIAL" - ARISTOCRAT OF OVERALLS	
Registration Number:	1196886	KEY IMPERIAL	
Registration Number:	3436757	LAKIN MCKEY	
Registration Number:	0542701	KEY "IMPERIAL" ARISTOCRAT OF OVERALLS	
Serial Number:	85502372	FLAMEOUT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$290.00 2089602

via US Mail.

Phone: 312-577-8438
Email: raquel.pena@kattenlaw.com
Correspondent Name: Raquel Pena c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	338633-22
NAME OF SUBMITTER:	Raquel Pena
Signature:	/Raquel Pena/
Date:	04/16/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of this 12th day of April, 2013 by KEY INDUSTRIES, INC., a Kansas corporation ("**Grantor**"), in favor of FCC, LLC, d/b/a First Capital, a Florida limited liability company ("**Grantee**");

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Loan and Security Agreement dated as of April 12, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which provides for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms the Loan Agreement, Grantor has granted to Grantee a security interest and lien upon all or substantially all personal property assets of Grantor, including, without limitation, a lien upon all right, title and interest of Grantor in, to and under all now owned and hereafter acquired right, title and interest in and to: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade dress, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether the foregoing are registered or unregistered; (ii) all trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on hereto); (iii) any and all extensions and renewals of or with respect to any of the foregoing; (iv) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) all rights of Grantor corresponding thereto throughout the world and all other rights of Grantor of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law (collectively, the "Grantor's Trademarks"), and all rights under any written or oral agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark (collectively, "Trademark Licenses" and, together with the Grantor's Trademarks, and all products and proceeds thereof, the "Trademarks") to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of any conflict between any provision of this Agreement and any provision of the Loan Agreement, the provisions of the Loan Agreement shall control and govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a Lien upon all entire right, title and interest of Grantor in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.


3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF OKLAHOMA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

4. Termination. This Agreement shall terminate concurrently with the termination of the Loan Agreement and payment in full of the Obligations.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KEY INDUSTRIES, INC., a Kansas corporation

By: 
Name: *Christopher Barnes*
Title: *President*

ACCEPTED AND AGREED
as of the date first above written:

FCC, LLC, d/b/a First Capital

By: _____
Name: Lee E. Elmore
Title: Senior Vice President

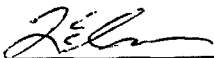
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KEY INDUSTRIES, INC., a Kansas corporation

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

FCC, LLC, d/b/a First Capital

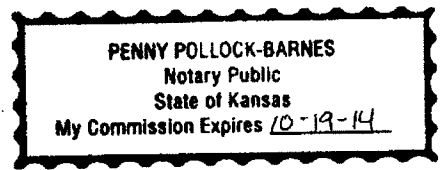
By:  _____
Name: Lee E. Elmore
Title: Senior Vice President

STATE OF Kansas)
)
COUNTY OF Bourbon)

The foregoing instrument was acknowledged before me this 11th day of April, 2013, by Chris Barnes, the President of Key Industries, Inc., a Kansas corporation, on behalf of the corporation.

Penny Pollock-Barnes
Notary Public

STATE OF _____)
)
COUNTY OF _____)



The foregoing instrument was acknowledged before me this ___ day of April, 2013, by Lee E. Elmore, a Senior Vice President of FCC, LLC, d/b/a First Capital, a Florida limited liability company, on behalf of the limited liability company.

Notary Public

STATE OF _____)
)
COUNTY OF _____)

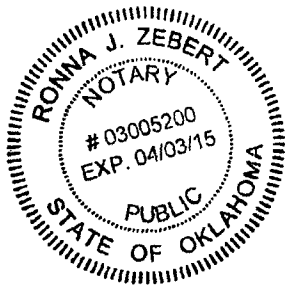
The foregoing instrument was acknowledged before me this ___ day of April, 2013, by _____, the _____ of Key Industries, Inc., a Kansas corporation, on behalf of the corporation.

Notary Public

STATE OF Oklahoma)
)
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 24 day of April, 2013, by Lee E. Elmore, a Senior Vice President of FCC, LLC, d/b/a First Capital, a Florida limited liability company, on behalf of the limited liability company.

Ronna J. Zebert
Notary Public



Trademark Security Agreement

TRADEMARK
REEL: 005007 FRAME: 0952

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Registration Number	Registration Date
Wolf Mountain	2089602	August 19, 1997
Huntingwear by Key Tuf-Nut	0669330	November 4, 1958
Lakin McKey Trading Co. by Key	3436758	May 27, 2008
Polar King	2082680	July 29, 1997
Tuf Nut	0536624	January 16, 1951
TUF-NUT	3417591	April 29, 2008
Key "Imperial" - Aristocrat of Overalls	1197997	June 15, 1982
Key Imperial	1196886	June 1, 1982
Lakin McKey	3436757	May 27, 2008
Key "Imperial" – Aristocrat of Overalls	0542701	May 22, 1951

Trademark Applications

Trademark	Application Number	Application Date
FLAMEOUT	85502372	December 22, 2011