

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
COTTON HOLDINGS, INC.		08/09/2013	CORPORATION: DELAWARE
COTTON COMMERCIAL USA, INC.		08/09/2013	CORPORATION: TEXAS
COTTON INTERNATIONAL, INC.		08/09/2013	CORPORATION: TEXAS
COTTON LOGISTICS INC.		08/09/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ALOSTAR BANK OF COMMERCE, as Lender
Street Address:	3630 Peachtree Road, N.E.
Internal Address:	Suite 1050
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	state banking institution: ALABAMA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85754041	COTTON

CORRESPONDENCE DATA

Fax Number: 4045725100  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 404-572-3431  
 Email: cfraser@kslaw.com  
 Correspondent Name: Carol Fraser, Paralegal  
 Address Line 1: 1180 Peachtree Street  
 Address Line 2: King & Spalding LLP  
 Address Line 4: Atlanta, GEORGIA 30309-3521

CH \$40.00 85754041

ATTORNEY DOCKET NUMBER:	COTTON - 20727.015013
NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	08/14/2013
<b>Total Attachments: 7</b> source=Cotton Trademark Security Agreement#page1.tif source=Cotton Trademark Security Agreement#page2.tif source=Cotton Trademark Security Agreement#page3.tif source=Cotton Trademark Security Agreement#page4.tif source=Cotton Trademark Security Agreement#page5.tif source=Cotton Trademark Security Agreement#page6.tif source=Cotton Trademark Security Agreement#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of August, 2013, by and among **COTTON HOLDINGS, INC.**, a Delaware corporation ("Holdings"), **COTTON COMMERCIAL USA, INC.**, a Texas corporation ("Commercial"), **COTTON INTERNATIONAL, INC.**, a Texas corporation ("International"), and **COTTON LOGISTICS INC.**, a Delaware corporation ("Logistics", and together with Holdings, Commercial and International, each individually a "Grantor" and collectively, "Grantors"), and **ALOSTAR BANK OF COMMERCE**, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between Grantors and Lender, Lender has agreed to make certain financial accommodations available to Grantors from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.5 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, wherever located, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its trademarks, including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- (c) all extensions and renewals of the trademarks;
- (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, including right to receive any damages or (ii) injury to the goodwill associated with any trademark;

(e) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any of the Grantors to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall promptly notify Lender of any newly registered trademarks. Without limiting such Grantor's obligations under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

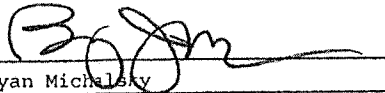
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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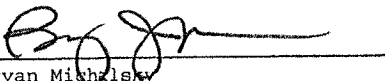
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

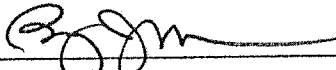
COTTON HOLDINGS, INC.

By:   
Name: Bryan Michalsky  
Title: Chief Financial Officer, Vice President,  
Secretary and Treasurer

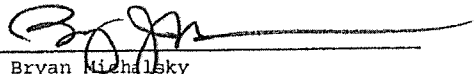
COTTON COMMERCIAL USA, INC.

By:   
Name: Bryan Michalsky  
Title: Chief Financial Officer, Vice President,  
Secretary and Treasurer

COTTON INTERNATIONAL, INC.

By:   
Name: Bryan Michalsky  
Title: Vice President, Chief Financial Officer  
and Secretary


COTTON LOGISTICS INC.

By:   
Name: Bryan Michalsky  
Title: Chief Financial Officer, Vice President,  
Secretary and Treasurer

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ALOSTAR BANK OF COMMERCE

By:   
Name: Susan M. Hall  
Title: Managing Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations/Applications


Trade Names



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

**Trade Names**

<b>Owner</b>	<b>Mark</b>	<b>Type of Mark</b>	<b>Registration Number</b>	<b>Date of Registration</b>
Cotton Commercial USA, Inc.	 The logo consists of the word "COTTON" in a bold, sans-serif font. The letter "O" is stylized with a horizontal line through its center. The entire word is enclosed within a thick, black, horizontal oval border.	Service Mark	85754041	October 15, 2012

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