

## 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
ROUND 2, LLC		03/12/2013	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	J Lloyd International, Inc.		
Street Address:	517 3rd Ave SW		
Internal Address:	Suite C		
City:	Cedar Rapids		
State/Country:	IOWA		
Postal Code:	52404		
Entity Type:	CORPORATION: IOWA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3198870	HAWK	
Registration Number:	2020865	LINDBERG	
CORRESPONDENCE DATA			
Fax Number:	3192867050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3192867000		
Email:	ptocr@nyemaster.com		
Correspondent Name:	Robert W. Hoke		
Address Line 1:	625 1st Street SE		
Address Line 2:	Suite 400		
Address Line 4:	Cedar Rapids, IOWA 52401		
ATTORNEY DOCKET NUMBER:	2951200-0001		
NAME OF SUBMITTER:	Robert W. Hoke		

TRADEMARK

Signature:	/Robert W. Hoke/
Date:	08/30/2013
<b>Total Attachments: 5</b> source=SecurityAgreementRound2toJLloyd_HAWK_LINDBERG#page1.tif source=SecurityAgreementRound2toJLloyd_HAWK_LINDBERG#page2.tif source=SecurityAgreementRound2toJLloyd_HAWK_LINDBERG#page3.tif source=SecurityAgreementRound2toJLloyd_HAWK_LINDBERG#page4.tif source=SecurityAgreementRound2toJLloyd_HAWK_LINDBERG#page5.tif	

## SECURITY AGREEMENT

This Security Agreement is made on this 12<sup>th</sup> day of March, 2013, between Round 2, LLC, an Indiana limited liability company ("Debtor"), and J. Lloyd International, Inc., an Iowa corporation ("Secured Party").

1. **Grant of Security Interest.** Debtor grants to Secured Party a first continuing security interest in the property listed on Exhibit A attached hereto referred to collectively in this agreement as the "Collateral."

2. **Indebtedness Secured.** By Promissory Note of even date herewith ("Note"), Debtor has promised the Secured Party as set forth in the Note. The foregoing security interest is given to secure payment and performance of all obligations and indebtedness of Debtor as set forth in the Note ("Indebtedness").

3. **Events of Default and Acceleration.** Any part or all of the Indebtedness shall, at the option of Secured Party, and with ten (10) days prior written notice to Debtor, become due and payable upon the occurrence of any of the following events of default:

- (a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable.
- (b) If default occurs in the performance of any obligation of Debtor to Secured Party under this agreement and such default continues for 30 days following receipt by Debtor of written notice from Secured Party.
- (c) If Debtor becomes insolvent or makes an assignment for the benefit of creditors.

If a voluntary or involuntary case in bankruptcy, receivership, or insolvency is at any time commenced by or against Debtor or if any attachment, garnishment, levy, execution, or other legal process is at any time issued against or placed upon any Collateral, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any note at any time evidencing any of the Indebtedness or of any loan agreement, security document, or other agreement entered into between Debtor and Secured Party.

4. **Secured Party's Rights and Remedies.** Secured Party shall have all rights and remedies of a secured party under applicable laws. Without limiting these rights and remedies:

- (a) If all or any part of the Indebtedness is not paid at maturity, then Debtor, upon demand by Secured Party, shall deliver the Collateral and proceeds of Collateral to Secured Party at such place as Secured Party shall designate, and Secured Party may dispose of the Collateral in any commercially reasonable manner. Any

notification required to be given by Secured Party to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least five (5) days before the sale or other disposition. In connection with any disposition of Collateral, Secured Party may comply with the requirements of any applicable state or federal law or regulation, and such compliance shall not cause the disposition to not be commercially reasonable.

- (b) The proceeds of any collection or disposition of Collateral shall be applied first to expenses that Secured Party incurs in retaking, holding, preparing for disposition, processing and disposing of the Collateral and to Secured Party's attorney fees and expenses, as provided in paragraph 5, and then to the Indebtedness as determined by Secured Party in his sole discretion, and Debtor shall be liable for any deficiency remaining. Secured Party has no obligation to prepare or process any Collateral for sale or other disposition. If Secured Party sells any of the Collateral on credit, then Debtor will be credited only with payments that are actually made by the purchaser, received by Secured Party and applied to the unpaid balance of the purchase price of the Collateral. If the purchaser fails to pay for the Collateral, then Secured Party may again dispose of the Collateral and apply the proceeds in accordance with this paragraph.
- (c) Notwithstanding anything to the contrary contained herein, in the Promissory Note or in the Guaranty, to the greatest extent permitted by law, Debtor disclaims, and Secured Party hereby releases Debtor from, any and all liability, responsibility or obligation to protect, retain, preserve, maintain, extend and/or enforce the Collateral.

5. **Expenses.** Debtor shall reimburse Secured Party on demand for all attorney fees, legal expenses, and other expenses that Secured Party incurs in protecting and enforcing its rights under this agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy, or any other person. Secured Party may apply any proceeds of collection or disposition of Collateral to Secured Party's reasonable attorney fees, legal expenses, and other expenses.

6. **Amendments.** No provision of this agreement may be modified or waived except by a written agreement signed by Secured Party. Secured Party will continue to have all of its rights under this agreement even if it does not fully and promptly exercise them on all occasions.

7. **Notices.** Any notice to Debtor or to Secured Party shall be deemed to be given if and when mailed, with postage prepaid, to the respective address of Debtor or Secured Party appearing on the first page of this agreement, or if and when delivered personally.


8. **Other.** In this agreement, maturity of any of the Indebtedness means the time when that Indebtedness has become due and payable, for any reason (including, for example, acceleration due to default or bankruptcy).

9. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, personal representatives, successors, and assigns.

Debtor and Secured Party have executed this Security Agreement on the date listed on the first page of this agreement.

DEBTOR

Round 2, LLC

  
By: Thomas E. Lowe  
Its: President

SECURED PARTY

J. Lloyd International, Inc.

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By: Jody Keener  
Its: President

9. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, personal representatives, successors, and assigns.

Debtor and Secured Party have executed this Security Agreement on the date listed on the first page of this agreement.

DEBTOR

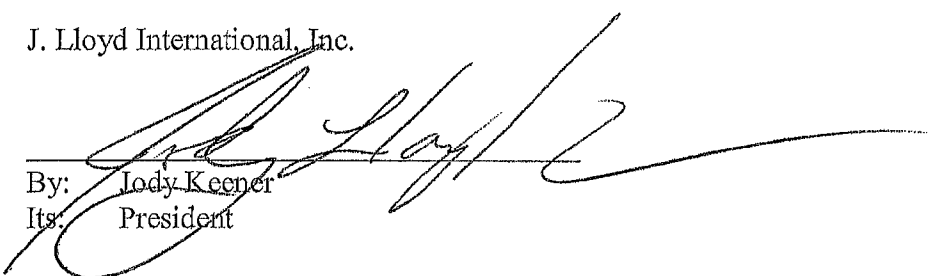
Round 2, LLC

\_\_\_\_\_  
By: Thomas E. Lowe  
Its: President

SECURED PARTY

J. Lloyd International, Inc.

\_\_\_\_\_  
By: Jody Keener  
Its: President



**EXHIBIT A**

DESCRIPTION OF COLLATERAL

Lindberg trademark (federal registration number 2020865).

Hawk trademark (federal registration number 3198870).

All inventory related to the above identified trademarks.

All molds, tooling and equipment related to the above identified trademarks (see attached).