

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
BRULIN HOLDING COMPANY, INC.		10/11/2013	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK, NATIONAL ASSOCIATION		
Street Address:	10333 NORTH MERIDIAN STREET		
Internal Address:	SUITE 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	National Associaton (Bank): UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86048696	IMAP	
Serial Number:	86029889	BRUTAB 6S	
Serial Number:	86007296	REKRETE	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3172386248		
Email:	ipdocketing@kdlegal.com		
Correspondent Name:	Alastair J. Warr		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	FMEB.00145		

OP \$90.00 86048696

NAME OF SUBMITTER:	Alatair J. Warr
Signature:	/Alastair J. Warr/
Date:	01/17/2014
Total Attachments: 6 source=Trademark BHC signed 01 2014 (2)#page1.tif source=Trademark BHC signed 01 2014 (2)#page2.tif source=Trademark BHC signed 01 2014 (2)#page3.tif source=Trademark BHC signed 01 2014 (2)#page4.tif source=Trademark BHC signed 01 2014 (2)#page5.tif source=Trademark BHC signed 01 2014 (2)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of October 11, 2013, by **BRULIN HOLDING COMPANY, INC.**, an Indiana corporation with a mailing address of 2920 Dr. Andrew J. Brown Avenue, Indianapolis, Indiana 46205 (the "Grantor"), in favor of **FIRST MERCHANTS BANK, NATIONAL ASSOCIATION**, a national banking association with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290, and its successors and assigns (the "Bank").

RECITALS

A. **BRULIN & COMPANY, INC.** (the "Borrower") entered into a Credit Agreement dated as of October 11, 2013 (as amended and in effect from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Borrower.

B. Grantor executed and delivered to the Bank a Continuing Guaranty Agreement dated as of October 11, 2013 providing for the unconditional and unlimited guaranty of the Borrower's obligations to the Bank arising under the Credit Agreement and the Loan Documents (as such term is defined in the Credit Agreement).

C. Grantor executed and delivered to the Bank a Security Agreement dated as of October 11, 2013 (such Security Agreement, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the "Collateral Agreement") pursuant to which certain obligations of Grantor owed to Bank are secured.

D. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor as identified in the Collateral Agreement.

In consideration of the mutual agreements set forth herein, the Grantor does hereby grant to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BRULIN HOLDING COMPANY, INC.

By: *Kim D. Essenburg*
Kim Essenburg, Treasurer

STATE OF INDIANA)
COUNTY OF *Marion*) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kim Essenburg, the Treasurer of Brulin Holding Company, Inc., an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this *6* day of January, 2014.



Deborah M. Canary
Notary Public
Deborah M. Canary
Notary Public (Printed)

My Commission Expires:
April 8, 2015

My County of Residence:
Shelby

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Serial #	Registration #	Mark	Owner
86048696		IMAP	Brulin Holding Company, Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
86029889		BRUTAB 6S	Brulin Holding Company, Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
86007296		REKRETE	Brulin Holding Company, Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of October 11, 2013, by **BRULIN HOLDING COMPANY, INC.**, an Indiana corporation with a mailing address of 2920 Dr. Andrew J. Brown Avenue, Indianapolis, Indiana 46205 (the "Grantor"), in favor of **FIRST MERCHANTS BANK, NATIONAL ASSOCIATION**, a national banking association with a mailing address of 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290, and its successors and assigns (the "Bank").

RECITALS

A. **BRULIN & COMPANY, INC.** (the "Borrower") entered into a Credit Agreement dated as of October 11, 2013 (as amended and in effect from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Borrower.

B. Grantor executed and delivered to the Bank a Continuing Guaranty Agreement dated as of October 11, 2013 providing for the unconditional and unlimited guaranty of the Borrower's obligations to the Bank arising under the Credit Agreement and the Loan Documents (as such term is defined in the Credit Agreement).

C. Grantor executed and delivered to the Bank a Security Agreement dated as of October 11, 2013 (such Security Agreement, as such document is amended, restated, supplemented or otherwise modified from time to time, collectively the "Collateral Agreement") pursuant to which certain obligations of Grantor owed to Bank are secured.

D. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor as identified in the Collateral Agreement.

In consideration of the mutual agreements set forth herein, the Grantor does hereby grant to Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BRULIN HOLDING COMPANY, INC.

By: Kim D. Essenburg
Kim Essenburg, Treasurer

STATE OF INDIANA)
COUNTY OF Marion) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kim Essenburg, the Treasurer of Brulin Holding Company, Inc., an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing Trademark Security Agreement for and on behalf of such entity as such officer or other representative and stated that all representations therein contained are true.

WITNESS my hand and Notarial Seal this 18th day of January, 2014.

Deborah M. Canary
Notary Public
Deborah M. Canary
Notary Public (Printed)

My Commission Expires:

April 8, 2015

My County of Residence:

Shelby

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Serial #	Registration #	Mark	Owner
86048696		IMAP	Brulin Holding Company, Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
86029889		BRUTAB 6S	Brulin Holding Company, Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270
86007296		REKRETE	Brulin Holding Company, Inc. CORPORATION INDIANA P.O. Box 270 Indianapolis INDIANA 462060270