

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	SECURITY INTEREST																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
Fax Number: 2063599385 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 206-359-8385 Email: JHenley@perkinscoie.com Correspondent Name: Julianne A. Henley Address Line 1: 1201 Third Avenue, Suite 4900 Address Line 4: Seattle, WASHINGTON 98101																											
ATTORNEY DOCKET NUMBER:	12187-7017																										
NAME OF SUBMITTER:	Julianne A. Henley																										
Signature:	/Julianne A. Henley/																										
Date:	02/10/2014																										
Total Attachments: 3 source=Security Agreement US BANK#page1.tif source=Security Agreement US BANK#page2.tif source=Security Agreement US BANK#page3.tif																											

OP \$40.00 78869908

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of October 24, 2013 by TRUITT BROS., INC., an Oregon corporation ("Borrower"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WITNESSETH:

WHEREAS, contemporaneously herewith, Borrower and Bank have entered into the Financing Agreement, dated as of October 24, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), pursuant to which Bank has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, contemporaneously herewith, Borrower and Bank have entered into the Security Agreement, dated as of October 24, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which Borrower has granted a security interest to Bank in substantially all of its assets, including the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing Borrower hereby agrees for the benefit of Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As security for the Obligations, Borrower hereby mortgages, pledges and hypothecates to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Borrower of any right under any Trademark, including, without limitation, the following:

Mark Name	Owner Name	Serial Number & Date	Registration Number & Date
Truitt Bros., Inc. Design	Truitt Bros., Inc.	78869908 April 26, 2006	3290801 September 11, 2007

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

