

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MJC Holdings, LLC		08/06/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	First Merchants Bank, National Association		
Street Address:	10333 North Meridian St.		
Internal Address:	Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	National Association: INDIANA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4368488	PLATINUM	
Registration Number:	4511848	GOOD HART	
Registration Number:	4511849	PAINT BY NUMBERS	
Registration Number:	4368485	MATILDA JANE	
Serial Number:	85793014	MATILDA JANE	
Serial Number:	85791213	MATILDA JANE	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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.00110		
NAME OF SUBMITTER:	Alastair J. Warr		

OP \$165.00 4368488

SIGNATURE:	/Alastair J. Warr/
DATE SIGNED:	08/06/2014
Total Attachments: 5 source=Second Trademark Security Agreement (First Merchants Bank - MJC Holdings LLC) 7 15 14#page1.tif source=Second Trademark Security Agreement (First Merchants Bank - MJC Holdings LLC) 7 15 14#page2.tif source=Second Trademark Security Agreement (First Merchants Bank - MJC Holdings LLC) 7 15 14#page3.tif source=Second Trademark Security Agreement (First Merchants Bank - MJC Holdings LLC) 7 15 14#page4.tif source=Second Trademark Security Agreement (First Merchants Bank - MJC Holdings LLC) 7 15 14#page5.tif	

SECOND TRADEMARK SECURITY AGREEMENT

THIS SECOND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated effective as of July 15, 2014, by **MJC ACQUISITION, LLC**, an Indiana limited liability company (the "Grantor"), in favor of **FIRST MERCHANTS BANK, N.A.**, a national banking association (the "Lender").

RECITALS

A. The Grantor and Lender have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor.

B. The Grantor has entered into a Security Agreement dated as of July 16, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") for the benefit of Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement for the benefit of the Lender and for the purposes of recording of the security interest in the U.S. trademark registrations and applications identified in Schedule 2 at the U.S. Patent and Trademark Office.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender 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 the Grantor under the Credit Agreement.

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

- (1) each trademark, trademark registration and application for registration of the trademark, including, without limitation, each U.S. Federal Trademark Registration and each U.S. Federal Trademark Application for Registration referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) except to the extent that the pledge or encumbrance to a third party is prohibited or restricted by the trademark license, each trademark license wherein Grantor is the licensee, including, without limitation, each trademark license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and

- (3) all products and proceeds of the foregoing, to the extent of Grantor's interests therein, 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 2 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 2 and any trademark licensed under any trademark license listed on Schedule 2 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 Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security 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 Security Agreement. Notwithstanding anything to the contrary in this Agreement, the Credit Agreement and/or the Security Agreement, Lender acknowledges that trademark rights are based on use of the marks and that Grantor may, in the ordinary course of its business and in its sole discretion, cease using any of its trademarks and/or abandon any trademark application or trademark registration, including but not limited to those referred to in Schedule 2, without incurring any liability or breaching any term of this Agreement, the Credit Agreement and/or the Security Agreement. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

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

MJC ACQUISITION, LLC

By: *Steve A. Cobb*
Steve A. Cobb, Chairman

Acknowledged and agreed to:

FIRST MERCHANTS BANK, N.A.

By: _____
David T. DeCraene, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a Notary Public in and for said County and State, personally appeared Steve A. Cobb, the Chairman of MJC Acquisition, LLC, an Indiana limited liability company, who acknowledged the execution of the above and foregoing Second Trademark Security Agreement on behalf of said limited liability company as its authorized representative.

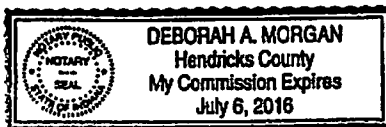
Witness my hand and notarial seal this 10 day of August, 2014.

My Commission Expires:
7/6/2016

Deborah A. Morgan
Notary Public

My County of Residence:
Hendricks

Deborah A. Morgan
Printed



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

MJC ACQUISITION, LLC

By: _____
Steve A. Cobb, Chairman

Acknowledged and agreed to:

FIRST MERCHANTS BANK, N.A.

By: David T. DeCraene
David T. DeCraene, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Steve A. Cobb, the Chairman of MJC Acquisition, LLC, an Indiana limited liability company, who acknowledged the execution of the above and foregoing Second Trademark Security Agreement on behalf of said limited liability company as its authorized representative.

Witness my hand and notarial seal this ____ day of August, 2014.

My Commission Expires: _____
Notary Public

My County of Residence: _____
Printed

SCHEDULE 2
to
SECOND TRADEMARK SECURITY AGREEMENT

<u>Description</u>	<u>Registration Number</u>
PLATINUM stylized registered trademark	4,368,488 (U.S.A.)
GOOD HART standard character registered trademark	4,511,848 (U.S.A.)
PAINT BY NUMBERS standard character registered trademark	4,511,849 (U.S.A.)
MATILDA JANE standard character registered trademark	4,368,485 (U.S.A.)

<u>Description</u>	<u>Serial Number</u>
MATILDA JANE stylized trademark application	85/793,014 (U.S.A.)
MATILDA JANE standard character trademark application	85/791,213 (U.S.A.)