

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mosinger Company, L.L.C.		07/02/2012	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	150 North Meramec Avenue		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Missouri state chartered bank: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76571376	ROSE PETALS	
Serial Number:	76571385	TALIA	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314.552.6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Jennifer A. Visintine		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	9865-139789		
NAME OF SUBMITTER:	Jennifer A. Visintine		
SIGNATURE:	/jav/		
DATE SIGNED:	02/19/2015		
Total Attachments: 13			
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SECURITY AGREEMENT

1. Grant of Security Interest. MOSINGER COMPANY, L.L.C., a Missouri limited liability company with its principal place of business located at 1270 North Price Rd., St. Louis, Missouri 63132 ("Debtor"), in order to induce ENTERPRISE BANK & TRUST ("Bank") to extend certain financial accommodations and in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby transfers, assigns, and grants to Bank a continuing and irrevocable security interest and general lien in and to all of the following property and rights of Debtor:

- (a) All now owned or hereafter acquired Accounts, accounts receivable, other receivables, any right to payment of a monetary obligation, whether or not earned by performance, leases and lease payments, contract rights, any other obligations or indebtedness owed to Debtor from whatever source arising; all other rights of Debtor to receive performance or any payments in money or in kind, whether or not earned by performance, all guaranties, security interests and Supporting Obligations of any of the foregoing and insurance policies and proceeds relating thereto, and all rights of Debtor as an unpaid seller of Goods and services, including, but not limited to, the rights to stoppage in transit, replevin, reclamation, and resale, and rights to payment for money or funds advanced or sold. The rights and property described in this Section 1(a) are referred to herein collectively as the "Accounts Collateral."
- (b) All now owned or hereafter acquired Inventory, merchandise, raw materials, goods in process, work in progress, materials used or consumed in a business, finished goods, findings or component materials, and all supplies, incidentals, office supplies, packaging materials, and any and all property or items used or consumed in the operation of the business of Debtor or which contribute to the finished products or to the sale, promotion and shipment thereof, As-Extracted collateral, all property leased by Debtor, held by Debtor for sale or lease or to be furnished under a contract for service and all Documents evidencing any part of any of the foregoing. The rights and property described in this Section 1(b) are referred to herein collectively as the "Inventory Collateral."
- (c) All now owned or hereafter acquired Equipment, goods other than Inventory Collateral, parts, computers, including data, hardware and software, machinery, fixtures, furniture, furnishings, tools, dies, aircraft, vessels and vehicles of every kind and description, whether or not titled, and all parts and accessories for or relating to any of the foregoing. The rights and property described in this Section 1(c) are referred to herein collectively as the "Equipment Collateral."
- (d) All now owned or hereafter acquired General Intangibles, all claims and causes of action, and all other intangible personal property of Debtor of every kind and nature, whether registered or unregistered, Payment Intangibles, corporate or other business records, all books, mailing and customer lists, ledgers, books of account, records, writings, data bases, software, information and data however stored or embedded, inventions, designs, blueprints, plans specifications, patents, patent applications, service marks, trademarks, trade names, trade secrets, domain names, processes, formulas, goodwill, copyrights, registrations, licenses, permits, leases, contracts, governmental approvals, franchises, applications and renewals of any of the foregoing, privileges, rights, tax refunds and tax claims,

Mosinger - Security Agreement

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any swap, hedging or derivatives agreements, insurance proceeds, pension and insurance surpluses. The rights and property described in this Section 1(d) are referred to herein as the "General Intangibles Collateral."

In addition to, and not by way of limitation of, the grant of a security interest in service marks, trademarks and patents set forth above, Debtor hereby, effective upon the occurrence of an Event of Default (as hereinafter defined) under this Security Agreement and upon the written demand of Bank, assigns, grants, sells, conveys, transfers title to and sets over to Bank for the benefit of Bank all of Debtor's right, title and interest, whether now or hereafter existing or acquired, in and to such service marks, trademarks and patents.

- (e) All now owned or hereafter acquired, Chattel Paper, Instruments, Notes, Promissory Notes, Deposit Accounts, Investment Property, Securities, letters of credit, Letter-of-Credit Rights, Documents, Payment Intangibles, Financial Assets, all Supporting Obligations for any of the foregoing ("Other Property Collateral").
- (f) All proceeds including proceeds and products of all of the foregoing and all additions and accessions to, replacements and substitutions of; insurance policies and payments, condemnation proceeds of, and documents covering all of the foregoing, all property received wholly or partly in trade or exchange for all of the foregoing, and all income, rents, revenues, dividends, distributions, issues, profits, cash or non-cash proceeds and accessions arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein (the "Proceeds").

Capitalized terms used and not defined herein shall have the meanings given to them in the Uniform Commercial Code as adopted and in force in the State of Missouri, as from time to time amended.

The Accounts Collateral, Inventory Collateral, Equipment Collateral, General Intangibles Collateral, Other Property Collateral and Proceeds are collectively referred to herein as the "Collateral."

2. Proceeds. The security interests granted to Bank in any proceeds or other property arising out of the disposition of the Collateral and anything contained herein or in any financing statement shall not be deemed permission or assent by Bank to any sale or disposition of the Collateral except to the extent expressly provided herein.

3. Obligations Secured. The security interest granted hereby is to secure payment in full of the Obligations (as such term is defined in that certain Credit Agreement (the "Credit Agreement") by and between Bank and Debtor dated of even date herewith).

It is the true, clear, and express intention of Debtor that the continuing grant of this security interest remain as security for payment and performance of the Obligations, whether now existing, or which may hereinafter be incurred, or whether or not contemplated by the parties at the time of the granting of this security interest. The notice of the continuing grant of this security interest, therefore, shall not be required to be stated on the face of any document representing any Obligations, nor otherwise identify it as being secured hereby; and if such Obligations shall remain, or become that of less than all of Debtors herein, any Debtor not liable therefrom hereby expressly hypothecates his, her, its or their ownership interest in the Collateral to the extent required to satisfy the Obligations, without restriction, or

limitation. Any Obligations shall be deemed to have been made pursuant to Section 400.9-204 of the Uniform Commercial Code of Missouri.

4. Debtor's Name, Place of Business and Location of Collateral. Debtor's (i) chief executive office and all Collateral locations are listed in Schedule 6.01(m) of the Credit Agreement; (ii) its State of organization or incorporation is Missouri and Debtor shall not change its State of incorporation or organization until such time as all outstanding Obligations have been satisfied in full; and (iii) its exact legal name is as first provided above.

Collateral shall not be attached to any real estate ("Real Property"). Debtor agrees to notify Bank in writing of any intended sale, mortgage or conveyance of any Real Property on which the Collateral is located and to give written notice of the terms and conditions of this Security Agreement to any prospective purchaser, mortgagee or grantee of said Real Property and a copy of such notice to Bank.

When any Collateral is in the possession of a third party, Debtor will join with Bank in notifying the third party of Bank's security interest and obtaining an acknowledgement from the third party that it is holding the Collateral for the benefit of Bank. Debtor will obtain control agreements in form satisfactory to Bank as deemed necessary by Bank for purposes of further perfecting or enforcing the security interests of Bank hereunder. Debtor shall not create any Chattel Paper or certificated Collateral without delivering same to Bank or placing a legend on the Chattel Paper acceptable to Bank indicating that Bank has a security interest in the Chattel Paper.

5. Collateral Use. The Collateral shall be kept in good order and repair and Debtor will not permit waste or do anything to impair the value of the Collateral or any part thereof or use or permit others to use the Collateral in violation of any insurance policy covering the Collateral or any statute, ordinance or state or federal regulation. Debtor shall give Bank immediate written notice of any damage, destruction, theft, loss or the occurrence of any event which impairs the value of the Collateral.

6. Adverse Security Interests and Liens. Except for the security interest granted hereby, Debtor is, or, to the extent that the Collateral will be acquired after the date hereof, will be, the owner of the Collateral free from any and all liens, security interests or encumbrances; Debtor shall not transfer or assign any interest in this Security Agreement or the Collateral; and Debtor, at Debtor's expense, will defend the Collateral against all claims and demands of all other persons at any time claiming the same or an interest therein. There is no financing statement now on file in any public office covering the Collateral, or intended so to be, or in which Debtor is named or signed as debtor, and Debtor will not execute and there will not be on file in any public office any financing statement or statements covering the Collateral except the financing statement to be filed in respect of and for the security interest in Bank hereby granted or provided for.

7. Insurance. Debtor, at Debtor's sole cost, shall maintain insurance coverage on its properties as required under the Credit Agreement.

8. Records. The records concerning the Collateral will be kept at the address indicated in Section 4 hereof. Bank may inspect such records or the Collateral at any time at any address. Debtor will not remove any part of such records from said location without the prior written consent of Bank.

9. Financing Statement and Others Acts. Debtor irrevocably authorizes Bank at any time and from time to time to file financing or continuation statements and/or amendments thereto, without the signature of Debtor, and Debtor shall execute and deliver such other instruments and documents as may be requested by Bank to perfect, confirm and further evidence the security interest and assignments hereby granted and shall pay the fees incurred in filing all such financing statements or other instruments

or documents. If any applicable law requires the registration of the Collateral or the issuance of a certificate of title therefor or both, Debtor agrees to promptly comply with such law(s) and shall cause notice of the security interest of Bank to be shown on any such certificate of title and will join in executing such application for the title forms as Bank shall require.

Upon request of Bank, Debtor will promptly do all other acts and things, and will execute and file all other instruments deemed necessary by Bank under applicable law to establish, maintain and continue Bank's perfected first priority security interest in the Collateral and to effectuate the intent of this Security Agreement and will pay all costs and expenses of filing and recording or promptly reimburse Bank therefor if such costs and expenses are incurred by Bank, including the costs of any searches deemed necessary by Bank to establish, determine or maintain the validity and the priority of the security interest of Bank, and pay or otherwise satisfy all other claims and charges which in the opinion of Bank might prejudice, imperil or otherwise affect the Collateral or Bank's security interest therein. A photocopy of this Agreement shall be deemed an original for purposes of filing or recording.

10. Taxes and Assessments. Debtor will pay promptly when due all taxes, assessments and other charges levied or assessed upon the Collateral or for its use or operation or upon this Security Agreement or upon any or other documents evidencing the Obligations.

11. Collateral Certificates and Schedules. Debtor shall furnish to Bank from time to time, upon request, written statements, certificates and schedules identifying and describing the Collateral and any additions thereto and substitutions therefor in such detail as Bank may require and certified as to accuracy by the president or chief executive officer of Debtor.

12. Collateral Disposition. Until an Event of Default hereunder or receipt of contrary instructions from Bank:

- (a) Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement or with any policy of insurance thereon;
- (b) Debtor may sell the Inventory Collateral in the ordinary course of Debtor's business (excluding, however, transfers or dispositions on satisfaction of debt), and Debtor may use and consume raw materials or supplies, the use and consumption of which is necessary in order to carry on Debtor's business in the ordinary course; and
- (c) Debtor will, at its own expense, collect, as and when due, all amounts due under the Accounts Collateral, including the taking of such action with respect to such collection as Bank may reasonably request or, in the absence of such request, as Debtor may deem advisable, and may grant, in the ordinary course of Debtor's business, to any party obligated on any of the Accounts Collateral, any rebate, refund or adjustment to which such party may be lawfully entitled, and may accept, in connection therewith, the lawful return of goods, the sale or lease of which shall have given rise to such Accounts Collateral. Bank may, however, at any time and at Debtor's expense, notify any parties obligated on any of the Accounts Collateral to make payment directly to Bank of any amounts due or to become due thereunder and enforce collection of any of the Accounts Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise, extend or renew same for any period.

13. Undertakings by Bank. Bank may from time to time, at its sole option, and without notice to Debtor, perform any undertaking of Debtor hereunder which Debtor shall fail to perform and take any other action which Bank deems necessary for the maintenance or preservation of any of the Collateral or the interest of Bank therein (including, without limitation, the discharge of taxes or liens of any kind against the Collateral or the procurement of insurance) and Debtor agrees to forthwith reimburse Bank, on demand, for all expenses of Bank in connection with the foregoing, together with interest thereon at a per annum rate equal to the highest rate of interest applicable to any of the Obligations, until reimbursed by Debtor and all amounts not so reimbursed shall be added to and become a part of the Obligations. Bank may, for the foregoing purposes, act in its own name or that of Debtor and may also act for the purpose of adjusting or settling any policy of insurance on the Collateral, or endorsing any draft received in connection therewith. For all of the foregoing purposes, Debtor hereby grants to any officer of Bank its power of attorney, irrevocable so long as any of the Obligations shall be outstanding.

14. Warranties Correct. Debtor hereby warrants and represents that all financial statements, certificates and schedules heretofore and hereafter delivered to Bank by or on behalf of Debtor, and any statement and data submitted in writing to Bank in connection with this Security Agreement or any Obligations, are true and correct and fairly present the financial condition of Debtor for the periods involved.

15. Identification of Collateral. Upon request of Bank, Debtor will stamp on its records concerning the Collateral, a notation, in form satisfactory to Bank, of the security interest of Bank hereunder, and when requested by Bank, Debtor shall further affix to the Collateral such signs or labels as shall be satisfactory to Bank to indicate the security interest of Bank in the Collateral. Upon request of Bank at any time, Debtor will deliver to Bank lists or copies of all Collateral promptly and will deliver to Bank, promptly upon receipt, all proceeds of Collateral received by Debtor, including proceeds of the Accounts Collateral referred to above, in the exact form in which they are received. To protect Bank's rights hereunder, Debtor will assign or endorse proceeds to Bank as Bank may request, and hereby constitutes any officer or employee of Bank its true and lawful attorney-in-fact, with full power to endorse the name of Debtor upon any invoice, freight or express bill or bill of lading relating to any such accounts, upon drafts against account debtors and assignments and verifications of accounts and notices to account debtors, upon any and every remittance or instrument of payment, including checks, drafts and money orders, and in whatever form received, and to do and perform all other acts and things necessary, proper and requisite to carry out the intent of this Security Agreement. The power herein granted shall be deemed to be coupled with an interest and shall not be revoked by Debtor until Bank has been paid all sums due it, including all proper expenses, with interest. All such items received by Bank for the Collateral shall be deposited to the credit of Debtor in an account maintained at Bank, as security for the payment of the Obligations. Bank may, from time to time, in its discretion, (i) apply all of the then existing balance representing collected funds in such deposit account, toward payment of all or any part of the Obligations, whether or not then due, in such order of application as Bank, in its sole discretion, may determine, or (ii) permit Debtor to use all or part of said account in the normal course of Debtor's business.

16. Account Debtors. With respect to the Accounts Collateral, Bank may at any time notify account debtors that the accounts have been assigned to Bank and shall be paid to Bank. Upon request of Bank at any time, Debtor will so notify such account debtors and will indicate on all invoices to such account debtors that the accounts are payable directly to Bank.

17. Accounts Collateral Warranties. Debtor warrants and represents with respect to the Accounts Collateral that:

- (a) All accounts are due and payable in cash not more than sixty (60) days from the date of the invoice evidencing the account;
- (b) The accounts are genuine in all respects and are as purported and the account debtor has the capacity to enter into the transaction;
- (c) The accounts have not been previously assigned or encumbered;
- (d) Debtor has full right and authority to assign them;
- (e) If arising from the sale or lease of goods, such goods have been shipped or delivered to the account debtor;
- (f) The accounts are valid, legally enforceable obligation of the account debtor thereunder and are not subject to any offset, counterclaim or other defense on the part of such account debtor or to any claim on the part of such account debtor denying liability thereunder in whole or in part;
- (g) No partial payment not shown upon the accounts has been made by anyone;
- (h) The accounts are enforceable according to terms;

The accounts are evidenced by invoices, dated not later than the date of shipment or performance rendered to such account debtor and are not evidenced by any instrument or chattel paper; and
- (j) Bank has not notified Debtor that any such account or account debtor is unsatisfactory.

18. Default. Debtor shall be in default under this Security Agreement upon the occurrence of any one or more of the Mowing events or conditions (each of which is an "Event of Default"):

- (a) Any "Event of Default" (as such term is defined therein) under the Credit Agreement, taking into account any cure periods provided therein;
- (b) Breach or failure to perform by Debtor of any covenant, promise, condition, obligation or liability contained or referred to herein;
- (c) The making or furnishing in any manner of any representation, statement or warranty to Bank by or on behalf of Debtor in connection with this Security Agreement, which representation, statement or warranty was false in any material respect when made or furnished;
- (d) Any loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral; or
- (e) Any tax levy, attachment, garnishment, levy or execution or other process issued against Debtor or the Collateral.

19. Remedies. Upon the occurrence of any Event of Default under this Security Agreement, Bank may at its option, without notice or demand, declare all Obligations immediately due and payable and Bank, upon the occurrence of any Event of Default, may exercise any and all of the rights and

remedies of a secured party under the Uniform Commercial Code of Missouri, then in effect. Bank may take immediate possession of the Collateral or any part thereof wherever the same may be found, and for said purposes may, and is hereby appointed Debtor's agent and authorized by Debtor to, enter Debtor's premises for the purpose of removing, assembling or taking possession of the Collateral without liability for trespass or any other right of action by reason of taking possession of said Collateral. Whenever the Collateral is in Bank's possession, Bank may use and operate same as appropriate for the purpose of protecting Bank's interest with respect thereto. In addition, if any Collateral shall require rebuilding, repairing, maintenance, preparation, or is in process or other unfinished state, Bank shall have the right at its option to do such rebuilding, repairing, preparation, processing or completion of manufacturing on or off Debtor's premises, for the purpose of putting the Collateral in such saleable form as Bank shall deem appropriate. Bank may require Debtor, at Debtor's expense, to assemble the Collateral and make it available to Bank at a place to be designated by Bank. Debtor agrees to pay all costs of Bank in the collection of the Obligations and enforcement of rights hereunder, including reasonable attorney's fees and legal expense, and of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. Any notice of any sale, lease, or other disposition, or other intended action by Bank shall be deemed reasonable if it is in writing and deposited in the United States mail at least ten (10) days in advance of the intended disposition or other intended action or, with respect to a private sale, at least ten (10) days in advance of the date after which a private sale or sales shall occur, first class postage prepaid, addressed to Debtor at the address set forth in Section 8.01 of the Credit Agreement or to any other address of Debtor appearing on the records of Bank. At any sale, Bank may specifically disclaim any warranties including of title or the like. Bank may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale or disposition of the Collateral. Debtor waives all rights to require any marshalling of assets.

Bank shall also have the right to apply for and have a receiver appointed by a court of competent jurisdiction to enforce its rights and remedies hereunder in order to manage, protect and preserve the Collateral, continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of (i) all expenses and other charges of such receivership, including the compensation of the receiver, and (ii) the Obligations until a sale or other disposition of such Collateral shall be finally made and consummated.

Bank may notify any and all parties obligated on any of the Collateral that the Collateral has been assigned to Bank and that all payments thereon are to be made directly to Bank. Bank may settle, compromise or release, on terms acceptable to Bank, in whole or in part, any amounts owing on such Collateral; sue to enforce payments and prosecute any action or proceeding with respect to the Collateral in its own name or the name of Debtor; and extend the time of payment, make allowance and adjustments, and issue credits in its own name or the name of Debtor.

The proceeds of any sale shall be applied in the following order: first, to pay all costs and expenses of every kind for care, safekeeping, collection, sale, delivery or otherwise (including expenses incurred in the protection of Bank's title to or lien upon or right in any such property, expenses for legal services of any kind in connection therewith or in making any such sale or sales, insurance, commission for sale and guaranty), then to interest on all Obligations; then to the principal thereof, whether or not such Obligations are due or accrued. Any remaining surplus shall be paid to whomever shall be legally entitled thereto. Application of proceeds as between particular Obligations shall be in the absolute and sole discretion of Bank. If the proceeds of any such sales are insufficient to pay all Obligations, Debtor shall remain liable for the deficiency.

20. Inspection. Bank or its nominee shall have the privilege at any time, upon request, of inspecting during reasonable business hours any of the business properties or premises of Debtor and the

books and records of Debtor relating not only to the Collateral, or the processing or collecting thereof, but also those relating to its general business affairs and financial condition of Debtor. Debtor further agrees from time to time to furnish such other reports, data and financial statements, in respect of its business and financial condition, as Bank may reasonably require.

21. Bank's Duties. The powers conferred on Bank hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Unless otherwise required by law, Debtor has the risk of loss of the Collateral, and Bank shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral.

22. Miscellaneous. Debtor and Bank further agree as follows:

- (a) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflict of laws principles.
- (b) Non-Waiver. Waiver of or acquiescence by Bank in any Event of Default by Debtor, or failure of Bank to insist upon strict performance by Debtor of any warranties, agreements or other obligations contained in this Security Agreement shall not constitute a waiver of any subsequent or other Event of Default, failure or waiver of strict performance, whether similar or dissimilar.
- (c) Modifications. No modification of any provision of this Security Agreement, no approvals required from Bank and no consent by Bank to any departure therefrom by Debtor shall be effective unless such modification, approval or consent shall be in writing and signed by a duly authorized officer of Bank, and the same shall then be effective only for the period and on the conditions and for the specific instances and purposes specified in such writing. No notice to or demand on Debtor in any case shall entitle Debtor to any other or further notice or demand in similar or other circumstances.
- (d) Counterparts: Delivery. This Agreement may be executed in one or more counterparts and may be delivered in the original, by facsimile or electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- (e) Severability. Wherever possible, each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement.
- (f) Notices. All notices and other communications provided for herein shall, unless otherwise stated herein, be in writing and provided in accordance with the Credit Agreement.
- (g) Rights and Remedies Cumulative. The rights and remedies of Bank under this Security Agreement are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Bank shall have under this Security

Agreement or any other instrument, or at law or in equity. No course of dealing between Bank and Debtor or any failure or delay on the part of Bank in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of Bank and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder.

- (h) Security Interest and Pledge Absolute. All rights, including the security interest of Bank granted hereunder, and all Obligations, shall be absolute and unconditional irrespective of:
 - i. any lack of validity or enforceability of the Obligations or any other agreement or instrument relating thereto:
 - ii. any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Obligations or any agreement or instrument relating thereto; or
 - iii. any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations.
- (i) Costs of Enforcement. In the event that Bank shall retain or engage an attorney or attorneys to collect or enforce or protect its interests with respect to this Security Agreement or any instrument or document delivered pursuant to this Security Agreement, including the representation of Bank in connection with any bankruptcy, reorganization, receivership or any other action affecting creditor's rights, and regardless of whether a suit or action is commenced, Debtor shall pay all of the costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees, and Bank may take judgment for all such amounts.
- (j) Successors and Assigns. This Security Agreement shall be binding upon and inure to the benefit of Bank and its successors and assigns and Debtor and its heirs, successors and permitted assigns.
- (k) Assignment; Sale of Interest. Debtor hereby consents to Bank's participation, sale, assignment, transfer or other disposition, at any time or times hereafter, of this Security Agreement, or of any portion hereof or thereof, including, without limitation, Bank's rights, title, interests, remedies, powers and duties hereunder.
- (l) Fees and Expenses. Debtor shall pay all out-of-pocket costs and expenses, including attorneys' fees and expenses, incurred by Bank in connection with the preparation of this Security Agreement and any document or instrument delivered pursuant to or in connection with this Security Agreement and all related documentation, recording or filing fees. Debtor shall also pay all like costs and expenses incurred by Bank in connection with any amendments, waivers, renewals or modifications of or made pursuant to this Security Agreement or any document or instrument delivered pursuant to or in connection with this Security Agreement and all other related documentation.

- (m) Reinstatement of Obligations. Debtor expressly agrees that to the extent a payment or payments to Bank, or any part thereof, are subsequently invalidated, declared to be void or voidable, set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied and any collateral given therefore including this Agreement shall be revived and continued in full force and effect as if said payment had not been made.
- (n) Financing Statement. At the option of Bank, this Security Agreement, or a carbon, photographic or other reproduction of this Security Agreement or of any Uniform Commercial Code financing statement covering the Collateral or any portion thereof, shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such.
- (o) Capitalized Terms. Capitalized terms used and not defined herein shall have the meanings given to them in the Uniform Commercial Code as adopted and in force in the State of Missouri, as from time to time amended.
- (p) Controlling Provisions. If any item of Collateral hereunder also constitutes collateral granted to Bank under any other mortgage, deed of trust, agreement or instrument, in the event of any conflict between the provisions under this Security Agreement and those under such other mortgage, agreement or instrument relating to such Collateral, the provision or provisions selected by Bank shall control with respect to such Collateral.
- (q) Setoff. In addition to any rights now or hereafter granted under the provisions of any applicable law, rule or regulation and, not by way of limitation of any such rights, upon the occurrence of (a) any Event of Default, or (b) any event which with the lapse of time or the giving of notice, or both, would constitute an Event of Default, Bank is hereby authorized by Debtor, at any time or from time to time, without notice to Debtor or to any other person, any such notice being hereby expressly waived,
- i. to setoff and to appropriate and to apply any and all deposits (general or special, time or demand, including, but not limited to, indebtedness evidenced by certificates of deposit, in each case whether matured or unmatured) and any other indebtedness at any time held or owing by Bank to or for the credit or account of Debtor against and on account of the Obligations, including, but not limited to, all claims of any nature or description arising out of or connected with this Security Agreement or any instrument or document delivered in connection with or pursuant to this Security Agreement, irrespective of whether or not (a) Bank shall have made any demand under this Security Agreement or any instrument or document delivered in connection with or pursuant to this Security Agreement, or (b) Bank shall have declared the principal of and interest on amounts under this Security Agreement or any instrument or document delivered in connection with or pursuant to this Security Agreement to be due and payable as permitted pursuant to this Security Agreement or any instrument or document delivered in connection with

or pursuant to this Security Agreement, and although the Obligations shall be contingent or unmatured, and

- ii. pending any such setoff or appropriation or application, to hold the amounts of all deposits as collateral and to return as unpaid any or all checks drawn against such deposits that are presented for payment as Bank in its sole discretion shall decide.

- (r) Consent to Forum. DEBTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN THE CITY OF ST. LOUIS OR ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION. DEBTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. DEBTOR FURTHER AGREES NOT TO ASSERT AGAINST BANK (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY BANK) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS SECURITY AGREEMENT, BANK'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

- (s) Waiver of Jury Trial. DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH BANK ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE OBLIGATIONS OR BANK'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

- (t) Mo.Rev.Stat. § 432.047 Statement. The following notice is given pursuant to Section 432.047 of the Missouri Revised Statutes; nothing contained in such notice shall be deemed to limit or modify the terms of this Agreement. As used herein the term "Borrower" means Debtor, the term "Creditor" means Bank, and the terms "the credit agreement" and "this writing" mean this Security Agreement and the other loan documents: "ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT."


[Remainder of page intentionally left blank — signature page follows]

Mosinger - Security Agreement

TRADEMARK
REEL: 005462 FRAME: 0305

IN WITNESS WHEREOF, this Security Agreement has been executed and delivered by Debtor as of the 2nd day of July, 2012.

MOSINGER COMPANY, L.L.C.

By: 
Name: JACK MOSINGER
Its: MANAGING MEMBER

[SIGNATURE PAGE TO SECURITY AGREEMENT]

Mosinger - Security Agreement

TRADEMARK
REEL: 005462 FRAME: 0306

IN WITNESS 'WHEREOF, this Security Agreement has been executed and delivered by Debtor as of the 2nd day of July, 2012.

MOSINGIR COMPA17, L.L.C.

By: _____
Nang SA c / 1 6th
Its: Ji A/v 4 c- t- / 18 4 6-21.

[SIGNATURE PAGE TO SECURITY AGREEMENT]

Mosinger - Security Agreement