

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT										
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee/Ownership previously recorded on Reel 003414 Frame 0322. Assignor(s) hereby confirms the Accelpak Incorporated.										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>PEOPLES BANK</td> <td></td> <td>01/11/2012</td> <td>CORPORATION: KANSAS</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	PEOPLES BANK		01/11/2012	CORPORATION: KANSAS
Name	Formerly	Execution Date	Entity Type								
PEOPLES BANK		01/11/2012	CORPORATION: KANSAS								
RECEIVING PARTY DATA											
Name:	ACCELPAK, INCORPORATED										
Street Address:	315 W WILSON										
City:	OTTAWA										
State/Country:	KANSAS										
Postal Code:	66067										
Entity Type:	CORPORATION: KANSAS										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>78641298</td> <td>AP ACCELPAK INCORPORATED</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	78641298	AP ACCELPAK INCORPORATED		
Property Type	Number	Word Mark									
Serial Number:	78641298	AP ACCELPAK INCORPORATED									
CORRESPONDENCE DATA											
Fax Number:	(785)242-8421										
Phone:	7852428594										
Email:	nmaxwell@bankingunusual.com										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name:	PEOPLES BANK										
Address Line 1:	434 S MAIN										
Address Line 4:	OTTAWA, KANSAS 66067										
NAME OF SUBMITTER:	MIKE WINDHOLZ										
Signature:	/MIKE WINDHOLZ/										
Date:	01/11/2012										

OP \$40.00 78641298

Total Attachments: 4

source=ACCELPAK SECURITY#page1.tif

source=ACCELPAK SECURITY#page2.tif

source=ACCELPAK SECURITY#page3.tif

source=ACCELPAK SECURITY#page4.tif



**SECURITY AGREEMENT**

DATE AND PARTIES. The date of this Security Agreement (Agreement) is SEPTEMBER 13, 2006. The parties and their addresses are:

**SECURED PARTY:**  
HDFC BANK  
PO Box 20  
Ottawa, Kansas 66067

**DEBTOR:**  
ACCELPAC, INC  
a Kansas Corporation  
315 W WILSON  
OTTAWA, KANSAS 66067

The pronouns "you" and "your" refer to the Secured Party. The pronouns "it," "me" and "my" refer to each person or entity signing this Agreement as Debtor and to the Secured Party. The pronouns "he," "she," "his" and "her" refer to the Secured Party. The pronouns "we" and "us" refer to the Secured Party. Where the owner of the Property is different from the obligor or guarantor whose obligation this Agreement secures, "Debtor" refers to each person or entity who is an owner of the Property and "Obligor" or "Guarantor," as applicable, refer to such parties as designated in the SECURED DEBTS section.

**1. SECURED DEBTS.** The term "Secured Debts" includes and this Agreement will secure each of the following:  
**A. Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 49189, dated September 13, 2006, from ACCELPAC, INC, JACK E BEAUCHAMP JR. and STEPHANIE S BEAUCHAMP (Obligor) to you, in the amount of \$600,000.00.

**B. All Debts.** All present and future debts from Obligor to you, even if this Agreement is not specifically referenced, the future debts are also secured by other debts incurred either individually or with others who may not sign this Agreement. Nothing in this Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Agreement will not secure any debt for which you fail to give any required notice of the right of rescission. This Agreement will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices.

**C. Sums Advanced.** All sums advanced and expenses incurred by you under the terms of this Agreement.  
Loan Documents refer to all the documents executed in connection with the Secured Debts.

**2. SECURITY INTEREST.** To secure the payment and performance of the Secured Debts, I give you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property; and any collections and distributions of the proceeds of the Property, or other disposition of the Property; any rights and claims arising from the Property; and any claims against the Property.  
This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

**3. PROPERTY DESCRIPTION.** The Property is described as follows:  
**A. Specific Property.** ACCELPAC INCORPORATED TRADEMARK #78641298

**4. WARRANTIES AND REPRESENTATIONS.** I make to you the following warranties and representations which will continue as long as this Agreement is in effect:  
**A. Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.  
**B. Authority.** The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

**C. Name and Location.** My name indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of the State of Kansas, and my principal place of business and location upon your request. I will provide you with an exact 30 days notice prior to any change in my name, address, or state of organization or structure.  
**D. Business Name.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

**E. Ownership of Property.** I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

**5. DUTIES TOWARD PROPERTY.**  
**A. Protection of Secured Party's Interest.** I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.  
I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

**B. Use, Location, and Protection of the Property.** I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.  
I will not use the Property at my address listed in the DATE AND PARTIES section unless we agree. I may keep it at another location. If the Property is to be used in other than the specified use, I will obtain your prior written consent. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my identity or structure.

Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

**C. Selling or Encumbering the Property.** I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written consent. Any disposition of the Property contrary to this Agreement will violate this Agreement. I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.  
**D. Additional Duties Specific to Accounts.** I will not settle any Account for less than its full value without your written permission. Until you tell me otherwise, I will deliver the Accounts to you at your request. I will not dispose of the Accounts by assignment without your prior written consent. I will keep the Accounts in the name of the Account Debtor. I will not assign the Accounts to anyone other than you. I will not release any of the Accounts to anyone other than you. I will make no material change in the terms of any Account, and I will give you any statements, reports, certificates, lists of Account Debtors (showing names, addresses and amounts owing), invoices applicable to each Account, and other data in any way pertaining to the Accounts as you may request.

**6. COLLECTION RIGHTS OF THE SECURED PARTY.** Account Debtor means the person who is obligated on an account, chattel paper, or general intangible. I authorize you to notify my Account Debtors of your security interest and to deal with the Account Debtors' obligations at your discretion. You may enforce the obligations of the Account Debtor, exercising any of my rights with respect to the Account Debtors' obligations to make payment or otherwise render performance to me, including the right to sue, in my own name, to secure such obligations. You may apply processes received from the Account Debtors to the Secured Debts or you may release such proceeds to me.  
I specifically and irrevocably authorize you to exercise any of the following powers at my expense, without limitation, until the Secured Debts are paid in full:

- A.** demand payment and enforce collection from any Account Debtor or Obligor by suit or otherwise;
- B.** enforce any security interest, lien or encumbrances given to secure the payment or performance of any Account Debtor or any obligation constituting Property.

ACCELPAC, INC  
315 W WILSON  
OTTAWA, KANSAS 66067  
KS/4XX/quick/098540005308029101806Y ©1996 Bankers Systems, Inc., St. Cloud, MN EXP-23  
Initials:

- C. file proofs of claim or similar documents in the event of bankruptcy, insolvency or death of any person obligated as an Account Debtor.
- D. compromise, release, extend, or exchange any indebtedness of an Account Debtor.
- E. take control of any proceeds of the Account Debtor's obligations and any returned or repossessed goods.
- F. endorse all payments by any Account Debtor which may come into your possession as payable to me.
- G. deal in all respects as my Account Debtor which may come into your possession as payable to me.

**7. AUTHORITY TO PERFORM.** I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Agreement or any other Loan Document, you are authorized, without notice to me, to perform the duties or cause them to be performed.

- A. pay any and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.
- B. pay any rents or other charges under any lease affecting the Property.
- C. order and pay for the repair, maintenance and preservation of the Property.
- D. file any financing statements on my behalf and pay for filing and recording fees pertaining to the Property.
- E. place a note on any chattel paper indicating your interest in the Property.
- F. take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.
- G. handle any suits or other proceedings involving the Property in my name.
- H. prepare, file, and sign my name to any necessary reports or accountings.
- I. make an entry on my books and records showing the existence of this Agreement.
- J. notify any Account Debtor of your interest in the Property and tell the Account Debtor to make payments to you or someone else you name.

If you perform for me, you will use reasonable care. If you exercise the care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to send notices, perform services or take any other action in connection with the management of the Property; or the duty to protect, preserve or maintain any security interest given to others by me or other parties. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not constitute a breach of this Agreement. Your authorization to perform for me will not be subject to the provisions of the Uniform Commercial Code that apply to your actual receipt of cash proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

**B. DEFAULT.** I will be in default if any of the following occur:

- A. Payments. I or Obligor fail to make a payment in full when due.
- B. Bankruptcy or Bankruptcy Proceedings. The assets, solvency or insolvency of a receiver by or on behalf of, application of any debtor relief laws, the assignment for the benefit of creditors by or on behalf of, the liquidation or voluntary or involuntary reorganization, or the termination of a reorganization under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Obligor, or any co-signor, endorser, surety or guarantor of this Agreement or any other obligations Obligor has with you.
- C. Business Termination. I merge, dissolve, reorganize, and my business or existence, or a partner or majority owner dies or is declared legally incompetent.
- D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Agreement.
- E. Other Agreements. A default occurs under the terms of any other Loan Document.
- F. Other Agreements. I am in default on any other debt or agreement I have with you.
- G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment. I fail to satisfy or appeal any judgment against me.
- I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change. I change my name or assume an additional name without notifying you before making such a change.
- K. Property Transfer. I transfer all or a substantial part of my money or property.
- L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.
- M. Insecurity. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.
- N. Insolvency. You determine in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in the most recent financial statement before the date of this Agreement or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

**9. DUE ON SALE OR ENCUMBRANCE.** You may, at your option, declare the entire balance of this Agreement to be immediately due and payable upon the creation of a new lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

**10. REMEDIES.** After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following:

- A. Acceleration. You may make all or any part of the amount owing by the terms of the Secured Debts immediately due.
- B. Sources. You may use any and all remedies you have under state or federal law or in any Loan Document.
- C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.
- E. Assembly of Property. You may require me to gather the Property and make it available to you in a reasonable fashion.
- F. Repossession. You may repossess the Property so long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorney's fees and expenses that were not published by law, and any debt I owe you. If what you receive exceeds the amount of the Property, you may retain the surplus. I will indemnify and hold you harmless from any claims or damages that you may incur in connection with the repossession of the Property. I will execute any documents you may require to perfect my security interest in the Property. Where a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be reasonable notice to me under the Kansas Uniform Commercial Code. If the Property is perishable or threatens to decline speedily in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing. If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.
- G. Use and Operation. You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.
- H. Waiver. By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose a remedy reflecting not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**11. WAIVER OF CLAIMS.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

**12. WAIVER OF SECURITY INTEREST AND COSTS.** I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all taxes, fees and costs incurred in connection with the filing, recording or perfecting any financing statements or other security interest filings on the Property. I agree to pay all actual costs of terminating your security interest.

**13. APPLICABLE LAW.** This Agreement is governed by the laws of the State of Kansas, the United States of America, and to the extent required, by the laws of the jurisdiction in which the Property is located. Any disputes arising out of or in connection with this Agreement shall be resolved in the exclusive forum, venue and place of jurisdiction which will be in Kansas, unless otherwise required by law.

**14. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. You, your heirs, assigns, personal representatives, estate, successors, agents, partners, partners, joint tenants, tenants in common, and all other persons who are parties to this Agreement shall jointly and severally be bound by the terms of this Agreement and any evidence of debt without Debtor's consent. Such a change will not release Debtor from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my consent, and this Agreement will inure to the benefit of your assignee to the extent of such assignment. You will continue to have the unimpaired right to enforce this Agreement as to any of the Secured Debts that are not assigned.

ACCELPAC, INC  
Kansas Security Agreement  
KS-AX-Request00988-000006309029101506Y

©1996 Bankers Systems, Inc., St. Cloud, MN

Initials 

This Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

**15. AMENDMENT, INTEGRATION AND SEVERABILITY.** This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement shall be binding unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

**16. INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

**17. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the address set forth in the attached Schedule A. Payment of any debt or extension of credit that relates to this Agreement. You or I will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws. You or I may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to you or me; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, real property, or otherwise. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You and I acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among you and me involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Agreement, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Agreement or another writing.

**19. WAIVER OF TRIAL FOR ARBITRATION.** You and I understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrable, you and I voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

**20. WAIVER OF JURY TRIAL.** If the parties do not opt for arbitration, then all of the parties to this Agreement knowingly and intentionally, irrevocably and unconditionally, waive any and all right to a trial by jury in any litigation arising out of or concerning this Agreement or any other Loan Document or related obligation. All of these parties acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.

**SIGNATURES.** By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

**DEBTOR:**

ACCELPAC, INC

By *Joseph E. Beauchamp, Jr.*  
JOSEPH E. BEAUCHAMP, JR., PRESIDENT

**SECURED PARTY:**

Peoples Bank

By *Brett A. Charrier*  
Brett A. Charrier, Vice President