

07/31/2012

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103647511

TRADEMARK ONLY

7-30-12

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MJC Acquisition, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Indiana

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 16, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: First Merchants Bank, N.A.

Street Address: 10333 N. Meridian Street, Suite 350

City: Indianapolis

State: IN

Country: USA

Zip: _____

- Individual(s) Citizenship _____
- Association Citizenship Indiana
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other banking assn. Citizenship USA - national bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3,414,019

3,815,731

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley S. Fuson

Internal Address: _____

Street Address: 12800 N. Meridian Street
Suite 300

City: Carmel

State: IN Zip: 46032

Phone Number: 317-238-6227

Docket Number: FMEB-00110

Email Address: bfuson@kdlegal.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65,00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/31/2012 FLEE11 00000001 3414019

01 FC:0521 40.00 OP
Deposit Account Number 25.00 OP

Authorized User Name _____

9. Signature:

Bradley S. Fuson
Signature
BRADLEY S. FUSON
Name of Person Signing

7/25/12
Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004836 FRAME: 0171

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of July 16, 2012, 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 a 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 the date hereof (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 1 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 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and
- (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 1 annexed hereto, together with all goodwill associated therewith;

- (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 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 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 1, 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]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Country	Mark	Registration No.	Registration Date
MJC Acquisition, LLC	United States	Matilda Jane	Reg. No. 3,414,019	
MJC Acquisition, LLC	United States	Trunk Keeper	Reg. No. 3,815,731	

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