

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Northern, Inc.		09/06/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Amegy Bank National Association		
Street Address:	10001 Reunion Place		
Internal Address:	Suite 300		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78216		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3315201	UNDERSTANDING THE POWER OF PRESENTATION	
CORRESPONDENCE DATA			
Fax Number:	5123054800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	512-305-4807		
Email:	jhubenak@lockelord.com, ppaquet@lockelord.com		
Correspondent Name:	L. Jeffrey Hubenak		
Address Line 1:	600 Congress		
Address Line 2:	Suite 2200		
Address Line 4:	Dallas, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	0014347-00103		
NAME OF SUBMITTER:	Patricia Paquet		
Signature:	/patriciapaquet/		

CH \$40.00 3315201

Date:

09/10/2013

Total Attachments: 7

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**TRADEMARK SECURITY AGREEMENT
(Pacific Northern, Inc.)**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 6, 2013, is by and between PACIFIC NORTHERN, INC., a Texas corporation, whose address is 3116 Belmeade Drive, Carrollton, Texas 75006 ("Debtor"), and AMEGY BANK NATIONAL ASSOCIATION, a national banking association, whose address is 10001 Reunion Place, Suite 300, San Antonio, Texas 78216, Attention: Monica Libby ("Secured Party").

WHEREAS, PN Acquisition, Inc., a Delaware corporation ("Borrower") and Secured Party have entered into that certain Credit Agreement (as amended, restated and supplemented from time to time, the "Credit Agreement") of even date herewith;

WHEREAS, Debtor and Secured Party have entered into a Pledge and Security Agreement (Domestic Subsidiaries) of even date herewith (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "General Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement in accordance with the specific terms of the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations (as defined in the Credit Agreement):

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all licenses of the foregoing, whether as licensee or licensor, (ii) all renewals of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world;

(b) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

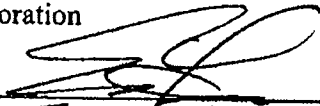
(c) all products and proceeds of any of the foregoing.

2. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Secured Party pursuant to the General Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party respect to the security interest in the Collateral made and granted hereby are more fully set forth in the General Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the General Security Agreement, the Credit Agreement and the other Credit Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

PACIFIC NORTHERN, INC.,
a Texas corporation

By: 
Name: EDDIE LEE
Title: PRESIDENT

"Secured Party"

AMEGY BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

Attachment:

Schedule 1 - Trademarks

*Signature Page to
Trademark Security Agreement*

TRADEMARK
REEL: 005108 FRAME: 0234

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Agreement to be duly executed by their respective officers thereunto as of the date first set forth above.

"Debtor"

PACIFIC NORTHERN, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

"Secured Party"

AMEGY BANK NATIONAL ASSOCIATION,
a national banking association

By: Monica Libbey
Name: Monica Libbey
Title: Vice President

Attachment:

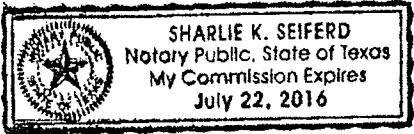
Schedule 1 – Trademarks

*Signature Page to
Trademark Security Agreement*

**TRADEMARK
REEL: 005108 FRAME: 0235**

THE STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on SEP 5, 2013, by EDDIE LEE, CEO of Pacific Northern, Inc., a Texas corporation, on behalf of said corporation.



Sharlie K Seiford
Notary Public in and for the State of Texas
Printed Name: Sharlie K Seiford
My Commission Expires: July 22, 2016

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2013, by _____ of Amegy Bank National Association, a national banking association, on behalf of said association.

Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

*Signature Page to
Trademark Security Agreement*

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2013, by _____, _____ of Pacific Northern, Inc., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on Sept. 5, 2013, by Monica Libbey, Vice President of Amegy Bank National Association, a national banking association, on behalf of said association.



Ellen B. Park

Notary Public in and for the State of Texas
Printed Name: Ellen B. Park
My Commission Expires: 12/9/2013

*Signature Page to
Trademark Security Agreement*

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

APPLICATION/ REGISTRATION NO.	SERIAL NO.	APPLICATION/ REGISTRATION DATE	TRADEMARK	COUNTRY
Reg. No. 3315201	Serial. No. 76660525	October 23, 2006	Understanding the Power of Presentation	US

Schedule 1

AUS:0014347/00103:513221v1

RECORDED: 09/10/2013

**TRADEMARK
REEL: 005108 FRAME: 0238**