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
Shelby Group International, Inc.		12/23/2008	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Citizens Leasing Corporation
Street Address:	6075 Poplar Avenue
Internal Address:	Suite 727
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 86

Property Type	Number	Word Mark
Registration Number:	1477848	APPLE DANDY
Registration Number:	2497213	RED TECH
Registration Number:	2508158	RED TECH
Registration Number:	1559975	SANDY JACK
Registration Number:	2347639	STEAMBLOCK
Registration Number:	1917188	PRODIGY
Registration Number:	2139634	RATTLER
Registration Number:	2120171	SHILOH
Registration Number:	2100397	ARTIC JACK
Registration Number:	1836875	BEAR KAT
Registration Number:	1446570	BIG JAKE
Registration Number:	1940313	BLACK JACK
Registration Number:	1483140	BLUE BEAST
		TDADEMARK

TRADEMARK "

REEL: 003921 FRAME: 0022

900125127

Registration Number:	2672912	BLUE COAT
Registration Number:	1560638	BLUE GRIT
Registration Number:	1446571	BRONCO
Registration Number:	0200394	BULL'S EYE
Registration Number:	2498635	DUOPRENE
Registration Number:	2358956	FLEX-TUFF
Registration Number:	1466396	HONEY GRIP
Registration Number:	1483141	KODIAK
Registration Number:	3437006	LAW
Registration Number:	2302438	NITRISHIELD
Registration Number:	2312213	NITRI SHIELD
Registration Number:	2457726	PREDAKNIT
Registration Number:	2489467	RED BRICK
Registration Number:	2497194	RED BRICK
Registration Number:	2605730	REDCOAT
Registration Number:	0330159	RED HARE
Registration Number:	2716072	RED RAM
Registration Number:	1814792	RIVER CITY
Registration Number:	1816743	RIVER CITY
Registration Number:	1603489	SHELBY
Registration Number:	2445227	SIDEKICK
Registration Number:	1477847	STEELCORE
Registration Number:	1483538	THE CONSOLIDATOR
Registration Number:	2488013	THERMO SOCK
Registration Number:	3512331	TRIBAL
Registration Number:	2001467	TUFFLEX
Registration Number:	2615939	ULTRA TECH
Registration Number:	1681284	WHIZBANG
Registration Number:	2961346	FDP
Registration Number:	1514425	FIREWALL
Registration Number:	2574704	THE #1 GLOVE IN FIRE
Registration Number:	1410662	VIBRA-SORB
Registration Number:	2629183	XTRICATION
Registration Number:	1510202	FREEZER FIST
Registration Number:	1566860	VISION MASTER TRADEMARK

REEL: 003921 FRAME: 0023

	1879139	ADVANTAGE
Registration Number:	2418001	BLACKJACK
Registration Number:	2727584	СНЕСКМАТЕ
Registration Number:	1829790	CONTRACTOR
Registration Number:	2583357	CREWS COLLEGIATE COLLECTION
Registration Number:	2801400	CREWS MEDALLION COLLECTION
Registration Number:	2488050	DEUCE
Registration Number:	1901155	DLX
Registration Number:	2316905	DURAMASS
Registration Number:	2394014	DURAMASS AF4
Registration Number:	2036171	EXCALIBUR
Registration Number:	2450387	FLASH-PRO
Registration Number:	2057878	FROSTBITE
Registration Number:	2406842	RT2
Registration Number:	2131417	RX OPTION
Registration Number:	1879140	SLX
Registration Number:	2088160	SNAKESKINS
Registration Number:	2152759	STORM
Registration Number:	2559100	STRATOS
Registration Number:	2249861	TACOMA
Registration Number:	2039507	TAHOE
Registration Number:	2570081	TOMAHAWK
Registration Number:	2607785	TREMOR
Registration Number:	2724864	TRIWEAR
Registration Number:	2019571	VERDICT
Registration Number:	2660201	WE NEVER LOSE SIGHT OF SAFETY
Registration Number:	1881338	YUKON
Registration Number:	2528333	ZX
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Registration Number:	2902031	KLONDIKE
Registration Number:	3071807	MCR SAFETY
Registration Number:	3130562	MCR SAFETY MEMPHIS GLOVE CREWS RIVER CITY
Registration Number:	3101123	RUBICON

REEL: 003921 FRAME: 0024

Registration Number:	3489965	DALLAS	
Registration Number:	3321997		
Registration Number:	2248643		

CORRESPONDENCE DATA

Fax Number: (404)522-8409

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-420-5527
Email: rbirdwell@phrd.com

Correspondent Name: Rhonda J. Birdwell, Paralegal --- PHR&D

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	4303-12
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	01/21/2009

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

Recitals:

Pursuant to the terms of that certain Loan and Security Agreement among Company, Lender and Hilliard R. Crews, Jr., dated September 9, 2002 (as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Loan Agreement"), Lender has made loans and other financial accommodations to Company.

In order to continue to obtain loans and other financial accommodations from Lender, Company has requested that Lender agree to amend and restate the Existing Loan Agreement pursuant to a certain Amended and Restated Loan and Security Agreement between the Company and Lender dated the date hereof (as at any time amended, restated, modified or supplemented, the "Loan Agreement").

Lender is willing to enter into the Loan Agreement and to make loans and other financial accommodations to Company from time to time pursuant to the terms thereof, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

- 1. Each capitalized term used herein (including each such term used in the Recitals hereto), unless otherwise defined, shall have the meaning ascribed to such term in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Loan Documents as provided in the Loan Agreement; and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Tennessee.
- 2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout

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the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

- (b) the goodwill of Company's business connected with and symbolized by the Trademarks; and
 - (c) all proceeds of the foregoing.
- 3. Company represents and warrants to Lender that:
- (a) Except with respect to those Trademarks reflected on Exhibit A as inavtive or abandoned, each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;
- (b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms:
- (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;
- (d) Company has the unqualified right to enter into this Agreement and perform its terms:
- (e) Except with respect to those Trademarks reflected on Exhibit A as inavtive or abandoned, each of the Trademarks is valid and enforceable; and
- (f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.
- 4. Company covenants and agrees with Lender that:
- (a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;
- (b) Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent; and
- (c) Except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection

therefor.

- 5. Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to Company and the Collateral as set forth in the Loan Agreement.
- 6. Until Full Payment of all of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.
- 7. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.
- 8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.
- At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, and without advertisement (except as otherwise provided by Applicable Law), collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time any of the Trademark Collateral, or any interest which Company may have therein. Company hereby agrees that ten (10) days notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.
- 10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose

of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

- 11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving any Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by Company to Lender on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable to Revolver Loans.
- 12. If Company learns of any material infringement to any of the Trademarks, Company shall notify Lender in writing thereof. Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the prior written consent of Lender, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.
- 13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement or defense and Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 13.
- 14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.
 - 15. No course of dealing between Company and Lender, nor any failure to exercise.

nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.
- 17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.
- 19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Lender.
 - 20. Company hereby waives notice of Lender's acceptance hereof.
- 21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee.
- 22. To the fullest extent permitted by Applicable Law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank; signatures commence on following page.]

WITNESS the execution hereof under seal as of the day and year first above written.

COMPANY:

SHELBY GROUP INTERNATIONA

INC.

Williard R. Crews, Jr. Charman

of the Board and President

[Signatures continued on following page.]

ATTEST:

Accepted:

LENDER:

CITIZENS LEASING CORPORATION

By: // Name:

Trademark Security Agreement (Shelby)

STATE OF Lennessee	§		
STATE OF Lennessee COUNTY OF Shelby	§.		
Chairman of the Board and Prebe the person whose name is executed the same for the purand as the act and deed of said	esident of SHELBY GROUI subscribed to the foregoing rposes and consideration the corporation.	day personally appeared Hilliard R. Crews, Jr., PINTERNATIONAL, INC., to me known to g instrument, and acknowledged to me that he erein expressed, in the capacity therein stated,	
		Notary Public My Commission Expures 7-14-09 [NOTARIAL SEAL]	10
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COUNTY OF	§		
whose name is subscribed to	ENS LEASING CORPOR the foregoing instrument, consideration therein expra	RATION, to me known to be the person and acknowledged to me that (s)he executed essed, in the capacity therein stated, and as the	
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		Notary Public My Commission Expires:	
		Lig Commission Expires.	

[NOTARIAL SEAL]

STATE OF	. §	
COUNTY OF	<u> </u>	
Chairman of the Board and P be the person whose name	resident of SHELBY GROUP IN is subscribed to the foregoing in urposes and consideration therei	personally appeared Hilliard R. Crews, Jr., ITERNATIONAL, INC., to me known to strument, and acknowledged to me that he n expressed, in the capacity therein stated,
GIVEN UNDER MY	HAND AND SEAL OF OFFICE	on this day of December, 2008.
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		[NOTARIAL SEAL]
whose name is subscribed to the same for the purposes an act and deed of said corporation.	ZENS LEASING CORPORAT to the foregoing instrument, and d consideration therein expresse on.	personally appeared Timothy Long TON, to me known to be the person acknowledged to me that (s)he executed d, in the capacity therein stated, and as the
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		[NOTARIAL SEAL]
		STATE OF TEMPESSEE TO PUBLIC S

Trademark Security Agreement (Shelby)

EXHIBIT A

(See attached.)

TRADEMARKS

PAGE 1 OF 2

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Check, Inc. OB Int Ejewear 23/16005 Check, Inc. OB Int Ejewear 23/16005 Check, Inc. OB Int Ejewear 24/50067 Check, Inc. OB Int Ejewear 20/5/017 Check, Inc. OB Int Ejewear 22/4/06/1 Check, Inc. OB Int Ejewear 22/4/06/1 Check, Inc. OB Int Ejewear 22/4/06/1 Check, Inc. OB Int Ejewear 20/16/1 Check, Inc. OB Int Ejewear 20/16/1 Check, Inc. OB Int Ejewear 20/16/1 Check, Inc. OB Int Ej		SO	Crews, inc	Ì	Eyewear	1901155	6/20/1995	6/20/2011	MCR		
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