

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
Alpha International, Inc.		03/01/2012	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	Cecillia Keener
Street Address:	8465 Garibaldi Ave
City:	San Gabriel
State/Country:	CALIFORNIA
Postal Code:	91775
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	73593529	WET'N WACKY
Serial Number:	73691953	ENCHANTED KINGDOM
Serial Number:	74048866	CROCODILE MILE
Serial Number:	74218768	GRAND CHAMPIONS
Serial Number:	75000663	GEARBOX
Serial Number:	75036094	GC
Serial Number:	75052193	
Serial Number:	75100070	BIG WHEEL
Serial Number:	75185226	QUALITY ISN'T SOMETHING WE TOY AROUND WITH
Serial Number:	75538281	WAVE JET
Serial Number:	75557853	ANOTHER FINE QUALITY GEARBOX COLLECTIBLE
Serial Number:	75918471	GEARBOX PEDAL CAR COMPANY
Serial Number:	75918880	GEARBOX PEDAL CAR COMPANY CEDAR RAPIDS, IOWA
Serial Number:	77380493	MARCHON

CH \$615.00 73593529

Serial Number:	78218423	THE MOST BEAUTIFUL HORSES IN THE WORLD
Serial Number:	78266650	BIG WHEEL
Serial Number:	78572376	HORSE COUNTRY
Serial Number:	78959623	ANOTHER FINE QUALITY GEARBOX TOY
Serial Number:	85476774	BIG WHEEL KIDS
Serial Number:	85479238	CROCODILE MILE
Serial Number:	85479424	EMPIRE TOYS
Serial Number:	85479425	EMPIRE TOYS
Serial Number:	85485255	METALCRAFT
Serial Number:	85485256	MARCHON

CORRESPONDENCE DATA

Fax Number: 3192867050

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 319-286-7000

Email: ptocr@nyemaster.com

Correspondent Name: Robert W. Hoke

Address Line 1: 625 1st Street SE

Address Line 2: Suite 400

Address Line 4: Cedar Rapids, IOWA 52401

ATTORNEY DOCKET NUMBER:	2951300-0002
NAME OF SUBMITTER:	Robert W. Hoke
Signature:	/Robert W. Hoke/
Date:	05/31/2012

Total Attachments: 4

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SECURITY AGREEMENT

This Security Agreement is made on this 1 day of March, 2012, between Alpha International, Inc. ("Debtor"), and Cecillia Keener of 8765 BARIACI AVE SAN GABRIEL CA 91775 ("Secured Party").

1. **Grant of Security Interest.** Debtor grants to Secured Party a continuing security interest in: all equipment (including vehicles) and fixtures, wherever located, now owned or in the future acquired by Debtor, and all chattel paper evidencing any past, present, or future leasing of the equipment or fixtures; all inventory, wherever located, now owned or in the future acquired by Debtor; any and all bills of lading, warehouse receipts, and other documents of title evidencing inventory; any and all rights of stoppage in transit of inventory, and all chattel paper evidencing any past, present, or future leasing of inventory; and all letter of credit rights under all existing and future letters of credit securing all or part of the purchase price of inventory that has been or is in the future sold by Debtor; all accounts, contract rights, chattel paper, instruments, investment property, general intangibles and letter of credit rights, wherever located, now owned or in the future acquired by Debtor; all deposit accounts, wherever located, now owned and in the future acquired by Debtor; all trademarks listed on the attached Exhibit A; together with (i) all proceeds of the foregoing, including without limitation all cash, checks, drafts, accounts receivable, chattel paper, leases, and instruments received by Debtor in connection with any sale, lease, license, exchange, or other disposition of any of the foregoing and (ii) all books, records (including computer software), and documents at any time evidencing or relating to any of the foregoing or any proceeds of the foregoing. All of the foregoing properties and assets of Debtor are referred to collectively in this agreement as the "Collateral."

2. **Indebtedness Secured.** By guaranty of even date herewith ("Guaranty"), Debtor has guaranteed the obligations of Jody Keener to Secured Party as set forth in a Promissory Note of even date herewith. The foregoing security interest is given to secure payment and performance of all obligations and indebtedness of Debtor as set forth in that Guaranty ("Indebtedness").

3. **Events of Default and Acceleration.** Any part or all of the Indebtedness shall, at the option of Secured Party, and with ten (10) days prior written notice to Debtor, become due and payable upon the occurrence of any of the following events of default:

- (a) If default occurs in the payment or performance of any of the Indebtedness, when and as it shall be due and payable.
- (b) If default occurs in the performance of any obligation of Debtor to Secured Party under this agreement and such default continues for 30 days following receipt by Debtor of written notice from Secured Party.
- (c) If Debtor becomes insolvent or makes an assignment for the benefit of creditors.

If a voluntary or involuntary case in bankruptcy, receivership, or insolvency is at any time commenced by or against Debtor or if any attachment, garnishment, levy, execution, or other legal process is at any time issued against or placed upon any Collateral, then the entire Indebtedness shall automatically become immediately due and payable, without notice or demand. All or part of the Indebtedness also may become, or may be declared to be, immediately due and payable under the terms of any note at any time evidencing any of the Indebtedness or of any loan agreement, security document, or other agreement entered into between Debtor and Secured Party.

4. **Secured Party's Rights and Remedies.** Secured Party shall have all rights and remedies of a secured party under applicable laws. Without limiting these rights and remedies:

- (a) If all or any part of the Indebtedness is not paid at maturity, then Debtor, upon demand by Secured Party, shall deliver the Collateral and proceeds of Collateral to Secured Party at such place as Secured Party shall designate, and Secured Party may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by Secured Party to Debtor regarding any sale or other disposition of Collateral shall be considered reasonable if mailed at least five days before the sale or other disposition. In connection with any disposition of Collateral, Secured Party may comply with the requirements of any applicable state or federal law or regulation, and such compliance shall not cause the disposition to not be commercially reasonable.
- (b) The proceeds of any collection or disposition of Collateral shall be applied first to expenses that Secured Party incurs in retaking, holding, preparing for disposition, processing and disposing of the Collateral and to Secured Party's attorney fees and expenses, as provided in paragraph 5, and then to the Indebtedness as determined by Secured Party in his sole discretion, and Debtor shall be liable for any deficiency remaining. Secured Party has no obligation to prepare or process any Collateral for sale or other disposition. If Secured Party sells any of the Collateral on credit, then Debtor will be credited only with payments that are actually made by the purchaser, received by Secured Party and applied to the unpaid balance of the purchase price of the Collateral. If the purchaser fails to pay for the Collateral, then Secured Party may again dispose of the Collateral and apply the proceeds in accordance with this paragraph.
- (c) Notwithstanding anything to the contrary contained herein, in the Promissory Note or in the Guaranty, to the greatest extent permitted by law, Debtor disclaims, and Secured Party hereby releases Debtor from, any and all liability, responsibility or obligation to protect, retain, preserve, maintain, extend and/or enforce the Collateral.

5. **Expenses.** Debtor shall reimburse Secured Party on demand for all attorney fees, legal expenses, and other expenses that Secured Party incurs in protecting and enforcing its

rights under this agreement. This includes fees and expenses incurred in trying to take possession of Collateral from Debtor, a trustee or receiver in bankruptcy, or any other person. Secured Party may apply any proceeds of collection or disposition of Collateral to Secured Party's reasonable attorney fees, legal expenses, and other expenses.

6. **Amendments.** No provision of this agreement may be modified or waived except by a written agreement signed by Secured Party. Secured Party will continue to have all of its rights under this agreement even if it does not fully and promptly exercise them on all occasions.

7. **Notices.** Any notice to Debtor or to Secured Party shall be deemed to be given if and when mailed, with postage prepaid, to the respective address of Debtor or Secured Party appearing on the first page of this agreement, or if and when delivered personally.

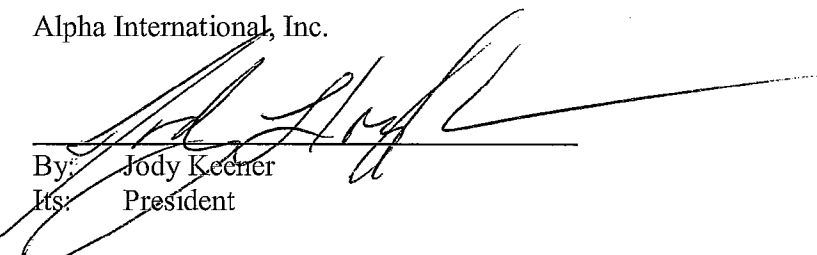
8. **Other.** In this agreement, maturity of any of the Indebtedness means the time when that Indebtedness has become due and payable, for any reason (including, for example, acceleration due to default or bankruptcy).

9. **Binding Effect.** This agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, personal representatives, successors, and assigns.

Debtor and Secured Party have executed this Security Agreement on the date listed on the first page of this agreement.

DEBTOR

Alpha International, Inc.


By: Jody Keener
Its: President

SECURED PARTY


Cecillia Keener

EXHIBIT A

DESCRIPTION OF COLLATERAL
Alpha International, Inc.

73/593,529	WET'N WACKY
73/691,953	ENCHANTED KINGDOM
74/048,866	CROCODILE MILE
74/218,768	GRAND CHAMPIONS
75/000,663	GEARBOX
75/036,094	GC (Stylized)
75/052,193	Running Horse Design
75/100,070	BIG WHEEL
75/185,226	QUALITY ISN'T SOMETHING WE TOY
75/538,281	WAVE JET
75/557,853	ANOTHER FINE QUALITY GEARBOX
75/918,471	GEARBOX PEDAL CAR COMPANY
75/918,880	GEARBOX PEDAL CAR COMPANY & Design
77/380,493	MARCHON
78/218,423	THE MOST BEAUTIFUL HORSES IN T
78/266,650	BIG WHEEL & Design
78/572,376	HORSE COUNTRY
78/959,623	ANOTHER FINE QUALITY GEARBOX T
85/476,774	BIG WHEEL KIDS
85/479,238	CROCODILE MILE
85/479,424	EMPIRE TOYS & design
85/479,425	EMPIRE TOYS
85/485,255	METALCRAFT
85/485,256	MARCHON