

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Robert Allen Group, Inc.		03/09/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The PrivateBank and Trust Company		
<b>Street Address:</b>	120 S. LaSalle		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	CORPORATION: Illinois State Bank: Illinois		
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	135 South LaSalle Street, Suite 425		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77596346	ROBERT ALLEN	
Serial Number:	77651065	ECOGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)460-7000		

TRADEMARK

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

Phone: 3124605000  
Email: jsutherland@seyfarth.com  
Correspondent Name: Julia K. Sutherland  
Address Line 1: 131 South Dearborn St., Suite 2400  
Address Line 4: Chicago, ILLINOIS 60603-5577

ATTORNEY DOCKET NUMBER:

57657-000001

NAME OF SUBMITTER:

Julia K. Sutherland

Signature:

/Julia K. Sutherland/

Date:

03/10/2009

**Total Attachments: 8**

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**RECEIPT INFORMATION**

ETAS ID: TM138143  
Receipt Date: 03/10/2009  
Fee Amount: \$65

**TRADEMARK**

TO: JULIA K. SUTHERLAND COMPANY: 131 SOUTH DEARBORN STREET

Fax sent by : 3124687888  
USPTOSEYFARTH SHAW LLP  
3/17/2009 7:28:51 AM PAGE 6/015 Fax Server

03-16-09 13:55 Pg: 3/12

TO: JULIA K. SUTHERLAND COMPANY: 131 SOUTH DEARBORN ST., SUITE 2400

**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 18, 2009, by THE ROBERT ALLEN GROUP, INC., a Delaware corporation (the "Grantor"), in favor of (I) THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent for the Term Lenders defined below (in such capacity, the "Term Administrative Agent") and (II) BANK OF AMERICA, N.A., in its capacity as administrative agent for the Revolving Lenders defined below (in such capacity, the "Revolving Administrative Agent") and together with the Term Administrative Agent, the "Administrative Agents").

**RECITALS**

A. The Grantor and/or its affiliates have entered into a Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Term Credit Agreement") with various financial institutions (the "Term Lenders") and the Term Administrative Agent, pursuant to which the Term Lenders have agreed to make a certain \$3,000,000.00 term loan to Grantor and/or its affiliates.

B. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement") and together with the Term Credit Agreement, the "Credit Agreements") with various financial institutions (the "Revolving Lenders") and together with the Term Lenders, the "Lenders") and the Revolver Administrative Agent, pursuant to which the Revolving Lenders have agreed to make \$35,000,000.00 in revolving loans available to Grantor and/or its affiliates.

C. Pursuant to the terms of the Credit Agreements, Grantor has granted to the Administrative Agents, for the benefit of the Lenders, 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 patents, patent applications, patent licenses, 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 Agreements.

In consideration of the mutual agreements set forth herein and in the Credit Agreements, the Grantor does hereby grant to the Administrative Agents, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule I annexed hereto, together with any relatives, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule I annexed hereto, together with all goodwill associated therewith;

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- (3) all products and proceeds of the foregoing, 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");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any returns, continuations or continuations thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (Items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agents pursuant to the Credit Agreements and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agents with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement is subject to that certain Intercreditor Agreement dated on or about the date hereof by and between the Administrative Agents.

(signature page follows)

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TO: JULIA K. SUTHERLAND COMPANY: 131 SOUTH DEARBORN ST., SUITE 2400

The Client has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the date first set forth herein.

THE ROBERT ALLEN GROUP, INC.  
as the Client

By: [Signature]  
Title: [Title]

Agencies/Agents:

THE PRIVATE BANK AND TRUST COMPANY,  
as Receiving Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK OF AMERICA, N.A.,  
as Receiving Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

~~The Patent and Trademark Security Agreement~~

TO: JULIA K. SUTHERLAND COMPANY: 131 SOUTH DEARBORN STREET

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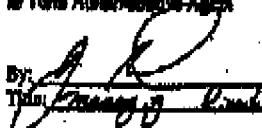
The Creator has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the date first set forth above.

THE ROBERT ALLEN GROUP, INC.  
as the Creator

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,  
as Trust Administrative Agent

By:   
Title: \_\_\_\_\_

BANK OF AMERICA, N.A.,  
as Receiving Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The Principal/Signatory of Patent Security Agreement

TO: JULIA K. SUTHERLAND COMPANY: 131 SOUTH DEARBORN STREET

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The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the date first set forth above.

THE ROBERT ALLEN GROUP, INC.  
as the Grantor


By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,  
as Term Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK OF AMERICA, N.A.,  
as Revolving Administrative Agent

By:   
Title: Senior Vice President

*The PrivateBank Patent and Trademark Security Agreement*

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TO: JULIA K. SUTHERLAND

COMPANY: 131 SOUTH DEARBORN STREET

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TO: JULIA K. SUTHERLAND

COMPANY: 131 SOUTH DEARBORN ST., SUITE 2400

STATE OF NEW YORK

COUNTY OF NEW YORK

In this 17th day of March, 2009, before me personally appeared the person whose signature is on this above instrument, who, being duly sworn, depose and say that he is the above-indicated officer of the Company, and well-versed in the above instrument; and that he signed the same in his capacity of the board of directors or other governing of said entity.

John A. Harris  
Notary Public

John A. Harris  
Notary Public State of New York  
No. 2210525172  
2007-2011  
Expires 03/18/11

~~Notary Public State of New York~~



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**SCHEDULE 1**

[REDACTED]							
The Robert Allen Group, Inc.	United States	ROBERT ALLEN	77596346	20-Oct-08			
The Robert Allen Group, Inc.	United States	BROCKHARD	77651065	16-Jan-09			

CEI 11079261

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**SCHEDULE 2**

NONE

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TO: JULIA K. SUTHERLAND COMPANY: 131 SOUTH DEARBORN STREET



# UNITED STATES PATENT AND TRADEMARK OFFICE

## Facsimile Transmission

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 Company: 131 SOUTH DEARBORN STREET  
 Fax Number: 13124607000  
 Voice Phone:

From: Name: ASSIGNMENT SERVICES BRANCH  
 Voice Phone: 571-272-3350

37 C.F.R. 1.6 sets forth the types of correspondence that can be communicated to the Patent and Trademark Office via facsimile transmissions. Applicants are advised to use the certificate of facsimile transmission procedures when submitting a reply to a non-final or final Office action by facsimile (37 CFR 1.8(a)).

Fax Notes:

RE - FAX 571-  
 SENDING 273-  
 CORRECTED COVER SHEET 0140

Pg#	Description
1	Cover Page
2	331.TXT
4	Document 1, Batch 1598592
6	Document 2, Batch 1598592
14	Non-Microfilm

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