

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Robbins Company		03/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maranon Capital, L.P. as Agent for the Lenders party to the Subordinated Credit Agreement dated as of March 31, 2010		
<b>Street Address:</b>	One North Franklin Street		
<b>Internal Address:</b>	Suite 2700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2192524	LAGAIR	
Registration Number:	1081633	R ROBBINS AWARDS	
Registration Number:	1100152	ROBBINS AWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	339494-10		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		

CH \$90.00 2192524

**900158649**

**TRADEMARK**  
**REEL: 004178 FRAME: 0387**

Signature:	/Oscar Ruiz/
Date:	04/01/2010
Total Attachments: 4 source=Subordinated Trademark Security Agreement (The Robbins Company)#page1.tif source=Subordinated Trademark Security Agreement (The Robbins Company)#page2.tif source=Subordinated Trademark Security Agreement (The Robbins Company)#page3.tif source=Subordinated Trademark Security Agreement (The Robbins Company)#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2010 (as from time to time amended, restated, supplemented or otherwise modified, this "Trademark Security Agreement") by The Robbins Company, a Delaware corporation ("Grantor"), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as administrative agent (in such capacity, the "Agent") for the Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement described below.

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Credit Agreement dated as of the date hereof by and among Grantor, as a Borrower, the other Borrowers party thereto, the other Credit Parties from time to time party thereto, Borrower Representative, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and the Lenders (collectively, the "Secured Parties") have agreed to make Loans and other financial accommodations to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and the other Secured Parties are willing to make Loans and other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the other Secured Parties, that certain Subordinated Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the other Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and the other Secured Parties, a continuing second priority (subject only to the Lien in favor of Senior Debt Agent) 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 (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

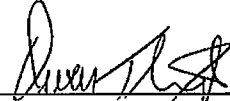
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of itself and the other Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**THE ROBBINS COMPANY**, a Delaware corporation

By:   
Name: Owen Tharrington  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

(The Robbins Company)

TRADEMARKS / TRADEMARK APPLICATIONS:

Title	Application / Registration Number
LAGAIR (Stylized)	2,192,524
ROBBINS AWARDS AND R Logo	1,081,633
ROBBINS AWARDS (Typed Drawing)	1,100,152