

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
Marianna Industries, Inc.		06/17/2010	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as agent
Street Address:	222 S. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking corporation: OHIO

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2081964	A ALEXIS
Registration Number:	2525282	BODY HIGH
Registration Number:	2343342	BUBBLE WHITE
Registration Number:	2423849	CHRISTINE ASHLEY
Registration Number:	2437455	CHRISTINE ASHLEY
Registration Number:	2179656	CURE CARE
Registration Number:	3410119	EARTHESS SPA
Registration Number:	3632859	GENERIC VALUE PRODUCTS
Registration Number:	3245401	GENERIC VALUE PRODUCTS
Registration Number:	3170628	GENERIC VALUE PRODUCTS
Registration Number:	2180526	GENERIC VALUE PRODUCTS
Registration Number:	3596426	GVP
Registration Number:	3115264	GVP
Registration Number:	3113018	GVP

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Registration Number:	2454205	KIRU
Registration Number:	2395239	K-KURL
Registration Number:	3033406	LUMINOUS SKIN CARE
Registration Number:	1810382	MARIANNA
Registration Number:	1761799	MARIANNA
Registration Number:	1496469	NAILS TO GO
Registration Number:	2207975	NATURAL EFFECTS
Registration Number:	1402771	ORIGI-NAILS
Registration Number:	1415508	ORIGI-STIK
Registration Number:	1842605	PRIMABOND
Registration Number:	2861663	RENEWED DIMENSIONS
Registration Number:	3596436	TALON

CORRESPONDENCE DATA

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	27662-0058
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	07/20/2010

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 17, 2010, is made by **Marianna Industries, Inc.**, a Nebraska corporation (the "Company"), in favor of **Fifth Third Bank**, an Ohio banking corporation, in its capacity as agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

RECITALS

WHEREAS, the Company, Marianna Beauty Holdings, Inc., a Delaware corporation ("Holdings"), R/C International, Inc., a Nebraska corporation ("R/C"), Essential Products, Inc., a Nebraska corporation ("Essential"; the Company, Holdings, R/C and Essential are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), the Lenders and the Agent are parties to a Credit Agreement dated as of June 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans to the Company;

WHEREAS, the Obligors and the Agent are parties to (a) a Security Agreement dated as of June 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of June 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, the Company has granted to the Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Agent, for the benefit of itself and the Lenders a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or

service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the IP Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Agent, for the benefit of itself and the Lenders, pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and the Agent hereby acknowledges and affirms that the rights and remedies of the Agent and each Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

MARIANNA INDUSTRIES, INC.

By: Robert Campney
Name: Robert Campney
Title: Secretary

Acknowledged and agreed to:

FIFTH THIRD BANK, as Agent

By: _____
Name: _____
Title: _____


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

MARIANNA INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

FIFTH THIRD BANK, as Agent

By:  _____
Name: Scott Nielsen
Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Scott Nielsen, personally known to me to be the Vice President of Fifth Third Bank, an Ohio banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 17 day of June, 2010.


(NOTARIAL SEAL)




Anita McKinley
Notary Public

My Commission Expires: 5/27/13

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
GENERIC VALUE PRODUCTS	Canada	1413451 10/6/2008	TMA747086 1/14/2010	Marianna Industries, Inc.
GENERIC VALUE PRODUCTS	Canada	1134175 3/19/2002	TMA597049 12/10/2003	Marianna Industries, Inc.
GVP	Canada	1413450 10/6/2008	TMA757097 1/14/2010	Marianna Industries, Inc.
GVP	Mexico	784453 5/24/2006	938383 6/14/2006	Marianna Industries, Inc.
GVP	Mexico	784454 5/24/2006	938394 6/14/2006	Marianna Industries, Inc.
GVP	Mexico	784455 5/24/2006	938395 6/14/2006	Marianna Industries, Inc.
A ALEXIS and Design 	U.S.	74/621658 1/17/1995	2081964 7/22/1997	Marianna Industries, Inc.
BODY HIGH	U.S.	78/057149 4/6/2001	2525282 1/1/2002	Marianna Industries, Inc.
BUBBLE WHITE	U.S.	75/697520 5/3/1999	2343342 4/18/2000	Marianna Industries, Inc.
CHRISTINE ASHLEY	U.S.	75/561203 9/29/1998	2423849 1/23/2001	Marianna Industries, Inc.
CHRISTINE ASHLEY	U.S.	75/561204 9/29/1998	2437455 3/20/2001	Marianna Industries, Inc.
CURE CARE	U.S.	75/296512 5/22/1997	2179656 8/4/1998	Marianna Industries, Inc.
EARTHESS SPA	U.S.	77/157595 4/16/2007	3410119 4/8/2008	Marianna Industries, Inc.
GENERIC VALUE PRODUCTS	U.S.	77/485113 5/28/2008	3632859 6/2/2009	Marianna Industries, Inc.
GENERIC VALUE PRODUCTS	U.S.	78/531952 12/14/2004	3245401 5/22/2007	Marianna Industries, Inc.
GENERIC VALUE PRODUCTS	U.S.	78/531969 12/14/2004	3170628 11/14/2006	Marianna Industries, Inc.
GENERIC VALUE PRODUCTS	U.S.	75/322085 7/10/1997	2180526 8/11/1998	Marianna Industries, Inc.
GVP	U.S.	77/485105 5/28/2008	3596426 3/24/2009	Marianna Industries, Inc.
GVP	U.S.	78/531955 12/14/2004	3115264 7/11/2006	Marianna Industries, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
GVP	U.S.	78/531962 12/14/2004	3113018 7/4/2006	Marianna Industries, Inc.
KIRU	U.S.	75/446484 3/9/1998	2454205 5/22/2001	Marianna Industries, Inc.
K-KURL	U.S.	75/703597 5/12/1999	2395239 10/17/2000	Marianna Industries, Inc.
LUMINOUS SKIN CARE	U.S.	76/491770 2/24/2003	3033406 12/27/2005	Marianna Industries, Inc.
MARIANNA	U.S.	74/325605 10/26/1992	1810382 12/14/1993	Marianna Industries, Inc.
MARIANNA (Stylized) 	U.S.	73/739737 7/14/1988	1761799 3/30/1993	Marianna Industries, Inc.
NAILS TO GO	U.S.	73/700048 12/10/1987	1496469 7/19/1988	Marianna Industries, Inc.
NATURAL EFFECTS	U.S.	75/190651 10/31/1996	2207975 12/8/1998	Marianna Industries, Inc.
ORIGI-NAILS	U.S.	73/574939 12/23/1985	1402771 7/29/1986	Marianna Industries, Inc.
ORIGI-STIK	U.S.	73/674942 12/23/1985	1415508 11/4/1986	Marianna Industries, Inc.
PRIMABOND	U.S.	74/357008 2/9/1993	1842605 7/5/1994	Marianna Industries, Inc.
RENEWED DIMENSIONS	U.S.	78/246902 5/7/2003	2861663 7/6/2004	Marianna Industries, Inc.
TALON	U.S.	77/503175 6/19/2008	3596436 3/24/2009	Marianna Industries, Inc.

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