

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
Responsive Innovations, LLC, as Grantor		08/27/2010	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	222 S. Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2919489	RESPONSECARD	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	044678/392930		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

OP \$40.00 2919489

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**TRADEMARK
 REEL: 004268 FRAME: 0775**

Date:

08/27/2010

Total Attachments: 4

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GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

August 27, 2010

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RESPONSIVE INNOVATIONS, LLC, an Ohio limited liability company (the “Grantor”), with principal offices at 255 West Federal Street, Youngstown, Ohio 44503, hereby assigns and grants to FIFTH THIRD BANK, as Administrative Agent (the “Grantee”) with principal offices at 222 S. Riverside Plaza, 30th Floor, Mail drop: GRVROK, Chicago, Illinois 60606, a security interest in (i) all of the Grantor’s right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the “Marks”) set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor’s right, title and interest in and to the patents, patent applications and patent licenses (the “Patents”) set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Secured Obligations” of the Grantor, as such term is defined in the Guaranty and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of the date hereof (as the same may be amended, restated, modified and/or supplemented from time to time, the “Guaranty and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts.

This Grant shall be governed by the laws of the State of New York (without giving effect to the conflict of law principles thereof).

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

RESPONSIVE INNOVATIONS, LLC, as Grantor

By: [Signature]
Name: Scott R. Kirkendall
Title: Vice President

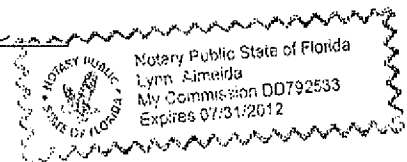
FIFTH THIRD BANK
as Administrative Agent, as Grantee

By: _____
Name: _____
Title: _____

STATE OF Florida)
COUNTY OF Palm Beach) ss.:

On this 27 day of August, 2010, before me personally came Scott R. Kirkendall who, being by me duly sworn, did state as follows: that he is the Vice President of RESPONSIVE INNOVATIONS, LLC, that he is authorized to execute the foregoing Grant on behalf of said _____ and that he did so by authority of the _____ of said _____.

[Signature]
Notary Public



STATE OF _____)
COUNTY OF _____) ss.:

On this ____ day of _____, 20____, before me personally came _____ who, being by me duly sworn, did state as follows: that he/she is a _____ of FIFTH THIRD BANK, that he/she is authorized to execute the foregoing Grant on behalf of Fifth Third Bank and that he did so by authority of Fifth Third Bank.

Notary Public

GRANT OF SECURITY INTEREST PATENTS AND TRADEMARKS

TRADEMARKS

Responsive Innovations, LLC – Trademarks

MARK / TITLE	COUNTRY	STATUS	APP. NO.	FILED	REG. NO.	REG. DATE
RESPONSECARD	USA	Registered	76469767	26-Nov-02	2919489	18-Jan-05

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.