

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT														
CONVEYING PARTY DATA															
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Revenew International, LLC</td> <td></td> <td>09/15/2010</td> <td>LIMITED LIABILITY COMPANY: NORTH CAROLINA</td> </tr> <tr> <td>Revenew Holdings, LLC</td> <td></td> <td>09/15/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Revenew International, LLC		09/15/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA	Revenew Holdings, LLC		09/15/2010	LIMITED LIABILITY COMPANY: DELAWARE		
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CORRESPONDENCE DATA															
<p>Fax Number: (212)593-5955 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 212-756-2552 Email: marisa.davidson@srz.com Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP Address Line 1: 919 Third Avenue Address Line 2: 22nd Floor Address Line 4: New York, NEW YORK 10022</p>															
ATTORNEY DOCKET NUMBER:	047689-0002														

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~~TRADEMARK~~
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NAME OF SUBMITTER:	Marisa Davidson (047689-0002)
Signature:	/kc for md/
Date:	09/15/2010
Total Attachments: 5 source=Trademark Security Agreement for Levine Leichtman Capital Partners IV, L.P#page1.tif source=Trademark Security Agreement for Levine Leichtman Capital Partners IV, L.P#page2.tif source=Trademark Security Agreement for Levine Leichtman Capital Partners IV, L.P#page3.tif source=Trademark Security Agreement for Levine Leichtman Capital Partners IV, L.P#page4.tif source=Trademark Security Agreement for Levine Leichtman Capital Partners IV, L.P#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 15th day of September, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P.**, a Delaware limited partnership (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of September 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") by and among the Grantors and the Secured Party, the Purchaser is willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchaser is willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Secured Party, for the benefit of the Holders, that certain Security Agreement, dated September 15, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party, for the benefit of the Holders, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns and pledges to the Secured Party, for the benefit of the Holders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications and renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Secured Party, the Holders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party, for the benefit of the Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Secured Party as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Secured Party to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantors. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

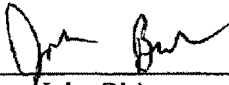
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Investment Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each 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.

GRANTORS:

RENEW INTERNATIONAL, LLC,
a North Carolina limited liability company

By: 
Name: John Birks
Title: Chief Executive Officer and President

RENEW HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: John Birks
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

**LEVINE LEICHTMAN CAPITAL
PARTNERS, INC.,**

a California corporation,
as Manager of LP

On behalf of **LEVINE LEICHTMAN CAPITAL
PARTNERS IV, L.P.,**
a Delaware limited partnership ("LP")

By: 

Name: Steven Hartman
Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Word Mark "R REVENUE INTERNATIONAL, LLC A PROFIT TECHNOLOGIES COMPANY," Registration Number 3488208



Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.