

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Reichel & Drews, Inc.</td> <td></td> <td>10/04/2011</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>The RDI Group, Inc.</td> <td></td> <td>10/04/2011</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Reichel & Drews, Inc.		10/04/2011	CORPORATION: DELAWARE	The RDI Group, Inc.		10/04/2011	CORPORATION: DELAWARE	
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Reichel & Drews, Inc.		10/04/2011	CORPORATION: DELAWARE										
The RDI Group, Inc.		10/04/2011	CORPORATION: DELAWARE										
RECEIVING PARTY DATA													
Name:	The PrivateBank and Trust Company												
Street Address:	120 South LaSalle Street												
Internal Address:	Suite 200												
City:	Chicago												
State/Country:	ILLINOIS												
Postal Code:	60603												
Entity Type:	a state chartered bank: UNITED STATES												
PROPERTY NUMBERS Total: 3													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2223356</td> <td>CHICAGO SLITTER</td> </tr> <tr> <td>Registration Number:</td> <td>2203597</td> <td>R&D REICHEL & DREWS INC.</td> </tr> <tr> <td>Registration Number:</td> <td>2631996</td> <td>THE RDI GROUP</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2223356	CHICAGO SLITTER	Registration Number:	2203597	R&D REICHEL & DREWS INC.	Registration Number:	2631996	THE RDI GROUP	
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Registration Number:	2223356	CHICAGO SLITTER											
Registration Number:	2203597	R&D REICHEL & DREWS INC.											
Registration Number:	2631996	THE RDI GROUP											
CORRESPONDENCE DATA													
Fax Number:	(312)609-5005												
Phone:	(312) 609-7838												
Email:	podonoghue@vedderprice.com												
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>													
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.												
Address Line 1:	222 North LaSalle Street												
Address Line 2:	Suite 2500												
Address Line 4:	Chicago, ILLINOIS 60601												
ATTORNEY DOCKET NUMBER:	40180.00.0044-H.POITRAS												

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TRADEMARK
REEL: 004635 FRAME: 0872

NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	10/05/2011
<p>Total Attachments: 7 source=Reichel & Drews - Trademark Secuirty Agreement#page1.tif source=Reichel & Drews - Trademark Secuirty Agreement#page2.tif source=Reichel & Drews - Trademark Secuirty Agreement#page3.tif source=Reichel & Drews - Trademark Secuirty Agreement#page4.tif source=Reichel & Drews - Trademark Secuirty Agreement#page5.tif source=Reichel & Drews - Trademark Secuirty Agreement#page6.tif source=Reichel & Drews - Trademark Secuirty Agreement#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Security Agreement**”) made as of this 4th day of October, 2011, by REICHEL & DREWS, INC., a Delaware corporation (“**Reichel & Drews**”), and THE RDI GROUP, INC., a Delaware corporation (“**RDI Group**”), and together with Reichel & Drews, individually and collectively, “**Company**”) in favor of THE PRIVATEBANK AND TRUST COMPANY (“**Lender**”).

W I T N E S S E T H:

WHEREAS, The RDI Group General Partnership (“**Borrower**”), Company, certain of Company’s affiliates (together with Company, collectively, “**Loan Party**”) and Lender are parties to a certain Loan, Security and Guaranty Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the “**Loan Agreement**”) and Loan Documents (as defined in the Loan Agreement, and collectively, with the Loan Agreement, and as each may be amended, restated, supplemented or otherwise modified from time to time, the “**Financing Agreements**”), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Loan Party to Lender of a security interest in certain of Loan Party’s assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Company agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Company hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Company’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”), and all rights

corresponding to any of the foregoing throughout the world and the goodwill of Company's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Company warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Company, Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Company not to sue third persons;

(iii) Company has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Company has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, each Company agrees that until the Obligations have been satisfied in full and the Financing Agreements have been terminated, Company shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Each Company represents and warrants that, based on a diligent investigation by Company, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Company. If, before the Obligations have been satisfied in full or before the Financing Agreements have been terminated, Company shall (i) become aware of any existing Trademarks of which Company has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Company shall give to Lender prompt written notice thereof. Each Company hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Each Company agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Company.

7. Product Quality. Each Company agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially

reasonable business practices. Upon the occurrence of an Event of Default, each Company agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Company under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Company. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Company and until paid shall constitute Obligations.

10. Duties of Company. Company shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 10 shall be borne by Company.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Company shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof,

in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Company hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as such Company's true and lawful attorney-in-fact, with power to (i) endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Company hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations have been paid in full and the Financing Agreements have been terminated. Each Company acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Company and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Each Company agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Company contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

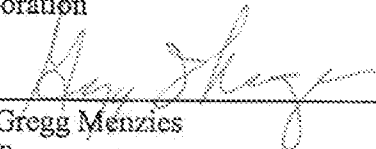
(Signature Page Follows)

(Signature Page to Trademark Security Agreement)

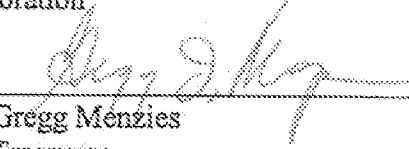
IN WITNESS WHEREOF, each Company has duly executed this Security Agreement as of the date first written above.

COMPANY:

REICHEL & DREWS, INC., a Delaware corporation

By: 
Gregg Menzies
Treasurer

THE RDI GROUP, INC., a Delaware corporation

By: 
Gregg Menzies
Treasurer

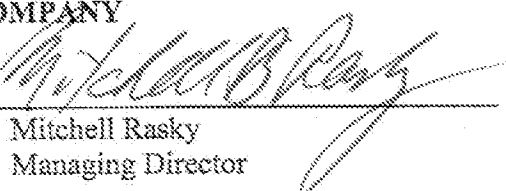
(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above

LENDER:

THE PRIVATEBANK AND TRUST
COMPANY

By



Mitchell Rasky
Managing Director

SCHEDULE A
TRADEMARKS

<u>Company</u>	<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Reichel & Drews, Inc.	Chicago Slitter & Design	2223356	02/09/1999
Reichel & Drews, Inc.	Reichel & Drews Inc. & Design	2203597	11/17/1998
Reichel & Drews, Inc.	The RDI Group & Design	2631996	10/08/2002

TRADEMARK APPLICATIONS

None.