

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FCC, LLC, d/b/a FIRST CAPITAL		10/09/2009	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	RAUCH INDUSTRIES, INC.
Street Address:	2408 Forbes Road
City:	Gastonia
State/Country:	NORTH CAROLINA
Postal Code:	28056
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2005716	
Registration Number:	2002475	CHRISTOPHER RADKO
Registration Number:	2002476	CHRISTOPHER RADKO
Registration Number:	2005720	CHRISTOPHER RADKO
Registration Number:	2006196	RADKO
Registration Number:	2480202	SHINY BRITE
Registration Number:	2639933	CHRISTOPHER RADKO
Registration Number:	2557045	R
Registration Number:	2640355	SHINY BRITE
Registration Number:	2618916	FANTASIA
Registration Number:	2605824	BUBBLE BRITE
Registration Number:	3237344	SPARKLE BRIGHT
Registration Number:	2283705	CHRISTOPHER RADKO HOME FOR THE HOLIDAYS
Registration Number:	2656759	CHRISTOPHER RADKO

TRADEMARK

Registration Number:

3058005

SPARKLETOWN

CORRESPONDENCE DATA

Fax Number: (703)744-8001

Phone: 7037448029

Email: LKOLO@PATTONBOGGS.COM

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: LACY KOLO

Address Line 1: 8484 WESTPARK DRIVE SUITE 900

Address Line 2: PATTON BOGGS

Address Line 4: MCLEAN, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:

027988.0100 [RAUCH]

NAME OF SUBMITTER:

LACY KOLO

Signature:

/LACY KOLO/

Date:

01/12/2012

Total Attachments: 7

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October 9, 2009

EagleBank
7830 Old Georgetown Road, 3rd Floor, Box 47
Bethesda, MD 20814

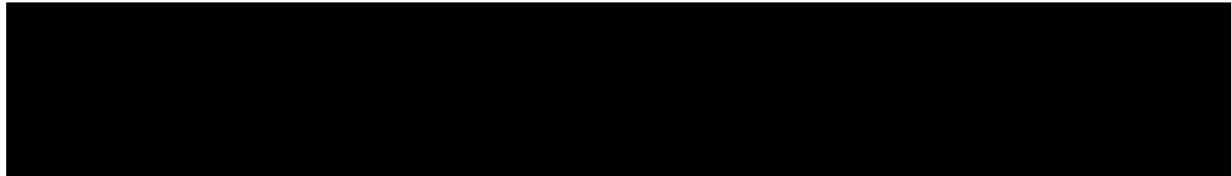
Rauch Industries, Inc.
PO Box 609
Gastonia, NC 28053


Re: Loans made to Rauch Industries, Inc. (hereinafter referred to as "Borrower") by FCC, LLC, d/b/a First Capital Corporation ("Lender"), as described in that certain Loan and Security Agreement dated as of December 29, 2006, as subsequently modified by the parties from time to time (the "Loan Agreement", and the indebtedness described therein, the "Loans").

Ladies and Gentlemen:


You have advised us that on or about October 9, 2009 (the "Pay-Off Date"), or sometime thereafter, Borrower intends (i) to repay in full the Loans and all other obligations owing to Lender under the Loan Agreement or under any loan document arising out of or in connection therewith, and (ii) to terminate any commitment of Lender to make additional advances to, or on behalf of, Borrower under the Loan Agreement or under any loan document arising out of or in connection thereto.

Please be advised that there will be owing to Lender on the Pay-Off Date the following amounts (collectively, the "Pay-Off Amount"), assuming (a) no additional loans or borrowings are made, (b) no change in the interest rate or fees on or after the date of this letter, and (c) the full remittance, in the manner prescribed below, of the Pay-Off Amount on or prior to 2:00 p.m. (EDT) on the Pay-Off Date:





Upon receipt of the Pay-Off Amount, together with any applicable per diem amount, in immediately available funds on or prior to 2:00 p.m. (EDT) on the Pay-Off Date in accordance with the payment instructions above, (i) all amounts then owing to the Lender under the Loan Agreement, shall have been paid in full, (ii) Lender's security interest in the Collateral (as defined in the Loan Agreement)(the "Collateral") shall automatically terminate and be of no further force or effect, and (iii) New Lender, Borrower, or their respective agents, representatives and/or designees are hereby authorized to file appropriate UCC-3 Termination Statements evidencing the release, discharge and termination of Lender's security interest in the Collateral.



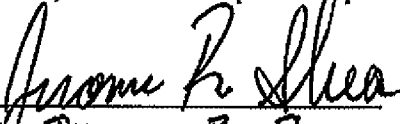
¹ Notwithstanding the payoff of the Loans, Borrower will remain responsible for any fees and expenses accruing after the date hereof. Lender will use this Fee & Expense Reserve to pay for any such fees or expenses. Sixty Days after the date hereof, Lender will refund to Borrower any remaining amounts.

PAGES 3-4
REDACTED

Very truly yours,

LENDER:

FCC, LLC, d/b/a First Capital Corporation

By: 
Name: Jerome R. Shea
Title: Vice President

Acknowledged and agreed to this ____ day of October, 2009 by:

BORROWER:

RAUCH INDUSTRIES, INC.

By: Jeffrey Heman
Title: Secretary

GUARANTORS:

STARAD, INC.

By: Jeffrey Heman
Title: Secretary

RAUCH ACQUISITION CORPORATION

By: _____
Title: _____

BLACKSTREET CAPITAL PARTNERS (AI) L.P.,
a Delaware limited partnership

By: Blackstreet Capital Advisors, LLC

By: _____
Title: _____

BLACKSTREET CAPITAL PARTNERS (QP) L.P.,
a Delaware limited partnership

By: Blackstreet Capital Advisors, LLC

By: _____
Title: _____

Acknowledged and agreed to this ____ day of October, 2009 by:

BORROWER:

RAUCH INDUSTRIES, INC.

By: _____
Title: _____

GUARANTORS:

STARAD, INC.

By: _____
Title: _____

RAUCH ACQUISITION CORPORATION

By: *Adrienne L. Quinn*
Title: President

BLACKSTREET CAPITAL PARTNERS (AI) L.P.,
a Delaware limited partnership

By: Blackstreet Capital Advisors, LLC

By: _____
Title: _____

BLACKSTREET CAPITAL PARTNERS (QP) L.P.,
a Delaware limited partnership

By: Blackstreet Capital Advisors, LLC

By: _____
Title: _____

