

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The RJA Group, Inc.		06/27/2014	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	109 West Market Street		
City:	York		
State/Country:	PENNSYLVANIA		
Postal Code:	17401		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86215022	SAKO	
Registration Number:	1611668	BOMBCAD	
Registration Number:	1070205	CODE CALL	
Registration Number:	2464632	PATHFINDER	
Registration Number:	2156009	RJA	
Registration Number:	2202437	RJA	
Registration Number:	1264558		
Registration Number:	2150054		
Registration Number:	2859378	SAKO	
Registration Number:	2826949	SAKO	
CORRESPONDENCE DATA			
Fax Number:	3125693491		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-569-1491		
Email:	IPDOCKETCHICAGO@dbr.com, linda.prainito@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive, Suite 3700		
Address Line 2:	c/o Jeffrey T. Baravetto, Esq.		
Address Line 4:	Chicago, ILLINOIS 60606-1698		

CH \$265.00 86215022

ATTORNEY DOCKET NUMBER:	505994
NAME OF SUBMITTER:	Jeffrey T. Baravetto
SIGNATURE:	/Jeffrey T. Baravetto/
DATE SIGNED:	07/01/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of June 27, 2014, is made by and between Manufacturers and Traders Trust Company, a New York banking corporation (together with its successors and assigns, in such capacity, the “**Lender**”), and The RJG Group, Inc., an Illinois corporation (together with its successors and permitted assigns, the “**Grantor**”).

WHEREAS, this Agreement will be filed with the United States Patent and Trademark Office to among other things indicate that Lender is collateral assignee with respect to the Marks (as defined herein) listed on Exhibit 1 hereto;

WHEREAS, Grantor is the owner of certain trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, designs, domain names and other source or business identifiers now existing and hereafter adopted or acquired, including, without limitation, those listed on Exhibit 1 hereto, together with pending applications and/or registrations therefor, all registrations and recordings thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, all rights to obtain any reissues, renewals or extensions of the foregoing, all common law rights related thereto, the goodwill associated therewith, all licenses for any of the foregoing, and all causes of action arising prior to or after the date hereof for infringement, dilution, misappropriation, violation and unfair competition of or regarding the same, (collectively, the “**Marks**”); and

WHEREAS, the Grantor and the Lender are parties to that certain Second Amended and Restated Senior Loan Agreement dated as of December 24, 2013 (as the same has been amended

through the date hereof and as may be further amended, restated, modified, supplemented and/or replaced from time to time, the "Loan Agreement"), pursuant to which the Lender may make certain loans and other extensions of credit to Grantor on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit to Grantor under the Loan Agreement is that payment shall be secured by, among other things, a security interest in favor of the Lender in the Marks.

NOW, THEREFORE, for good and valuable consideration, Grantor hereby pledges and grants (and confirms and ratifies all other pledges and grants heretofore made) to Lender a security interest and lien in and to the Marks. The parties acknowledge and agree that the terms of such grant are more fully set forth in other loan documents entered into in connection with the Loan Agreement, and the grant referred to in this Agreement does not restrict those provisions in any way. This Agreement shall be construed in accordance with, and governed by, the internal laws of the State of Maryland, without regard to the choice of law principles of such state.

[Signature Page Follows]

Executed as of the date first above written.

Grantor:

THE RJA GROUP, INC.,

By: Nicholas Barker

Name: Nicholas Barker

Title: Vice President

Lender:

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

Executed as of the date first above written.

Grantor:

THE RJA GROUP, INC.,

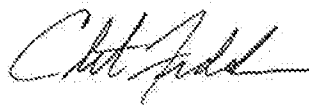
By: _____

Name: Nicholas Barker

Title: Vice President

Lender:

MANUFACTURERS AND TRADERS TRUST
COMPANY



By: _____

Name: Chris Fedak

Title: Vice President

[Signature Page to Trademark Security Agreement]

EXHIBIT 1

To Trademark Security Agreement

United States Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
SAKO	86/215022	03/07/2014

United States Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BOMBCAD	1611668	08/28/1990
CODE CALL	1070205	07/26/1977
PATHFINDER	2464632	06/26/2001
RJA	2156009	05/12/1998
RJA & Design	2202437	11/10/1998
RJA Logo	1264558	01/17/1984
RJA Logo in Box	2150054	04/14/1998

S SAKO & Design	2859378	07/06/2004
SAKO (Stylized)	2826949	03/30/2004

ACTIVE/ 75907882.5

RECORDED: 07/01/2014

TRADEMARK
REEL: 005313 FRAME: 0446