

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R/C INTERNATIONAL, INC.		08/15/2014	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	COLE TAYLOR BANK		
Street Address:	9550 W. HIGGINS ROAD		
City:	ROSEMONT		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1380963	APPEARANCE	
Registration Number:	2540466	APPEARANCE SAFESOAP	
Registration Number:	2456725	RC INTERNATIONAL	
Registration Number:	1912119	REFLECTIONS	
Registration Number:	2346828	SUPER KIDS	
Registration Number:	4281817	REFLECTIONS	
CORRESPONDENCE DATA			
Fax Number:	7036108686		
<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:	703-903-9000		
Email:	sstiles@milesstockbridge.com		
Correspondent Name:	Keith Mullervy, Esquire		
Address Line 1:	Miles & Stockbridge P.C.		
Address Line 2:	1751 Pinnacle Drive, Suite 1500		
Address Line 4:	TYSONS CORNER, VIRGINIA 22102-3833		
ATTORNEY DOCKET NUMBER:	100671-000022		
NAME OF SUBMITTER:	Susan Stiles		
SIGNATURE:	/Susan Stiles/		
DATE SIGNED:	08/18/2014		

CH \$165.00 1380963

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, R/C INTERNATIONAL, INC., a Nebraska corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of August 15, 2014, among the Grantor, Marianna Industries, Inc., Essential Products, Inc. and the Grantee (as amended from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit 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 Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

R/C INTERNATIONAL, INC.,
a Nebraska corporation

By: Annette Eggert

Name: Annette Eggert
Title: Chief Financial Officer and
Secretary

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____

Name: Raphael Shin
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.


GRANTOR:

R/C INTERNATIONAL, INC.,
a Nebraska corporation

By: _____
Name: Annette Eggert
Title: Chief Financial Officer and
Secretary

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By:  _____
Name: Raphael Shin
Title: Senior Vice President

STATE OF NE)
)
COUNTY OF _____)

On this ____ day of August, 2014, before me personally came Annette Eggert, to me known, who, being by me duly sworn did depose and say that he/she is the Chief Financial Officer and Secretary of R/C International, Inc., the company described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sergia Mueller
Notary Public

My Commission Expires: _____

GENERAL NOTARY - State of Nebraska
Sergia Mueller
My Comm. Exp. Feb. 17, 2015

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of August, 2014, before me personally came Raphael Shin, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of August, 2014, before me personally came Annette Eggert, to me known, who, being by me duly sworn did depose and say that he/she is the Chief Financial Officer and Secretary of R/C International, Inc., the company described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

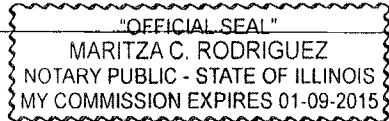
STATE OF Illinois)
)
COUNTY OF Cook)

On this 13 day of August, 2014, before me personally came Raphael Shin, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Maritza C. Rodriguez
Notary Public

My Commission Expires: _____



Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA	Appearance (Stylized) Class Int 3	1,380,963	02/04/86	R/C International, Inc.
USA	Appearance Safesop Class Int 3	2,540,466	02/19/02	R/C International, Inc.
USA	RC International Class Int 40	2,456,725	06/05/01	R/C International, Inc.
USA	Reflections Class Int 3	1,912,119	08/15/95	R/C International, Inc.
USA	Super Kids Class Int 3	2,346,828	05/02/00	R/C International, Inc.
USA	Reflections Class Int 3	4,281,817	1/29/2013	R/C International, Inc.

Schedule B – Patents

None.