

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314603

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARIANNA INDUSTRIES, INC.		08/15/2014	CORPORATION: NEBRASKA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COLE TAYLOR BANK		
<b>Street Address:</b>	9550 W. HIGGINS ROAD		
<b>City:</b>	ROSEMONT		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2423849	CHRISTINE ASHLEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(703) 903-9000		
<b>Email:</b>	sstiles@milesstockbridge.com		
<b>Correspondent Name:</b>	Keith Mullervy, Esquire		
<b>Address Line 1:</b>	Miles & Stockbridge P.C.		
<b>Address Line 2:</b>	1751 Pinnacle Drive, Suite 1500		
<b>Address Line 4:</b>	Tysons Corner, VIRGINIA 22102-3833		
<b>ATTORNEY DOCKET NUMBER:</b>	100671-22		
<b>NAME OF SUBMITTER:</b>	Susan Stiles		
<b>SIGNATURE:</b>	/Susan Stiles/		
<b>DATE SIGNED:</b>	08/20/2014		
<b>Total Attachments: 9</b>			
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TRADEMARK

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## GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, MARIANNA INDUSTRIES, 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, R/C International, 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:**

MARIANNA INDUSTRIES, 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:**

**MARIANNA INDUSTRIES, INC.,**  
a Nebraska corporation

By: \_\_\_\_\_

Name: Annette Eggert

Title: Chief Financial Officer and  
Secretary

**GRANTEE:**

**COLE TAYLOR BANK,**  
an Illinois banking corporation

By:     *RS*    

Name: Raphael Shin

Title: Senior Vice President

STATE OF Nebraska )

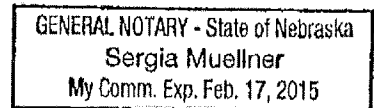
COUNTY OF Douglas )

On this 11 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 Marianna Industries, 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 Muellner  
Notary Public

My Commission Expires: 2-17-15



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 Marianna Industries, 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: \_\_\_\_\_

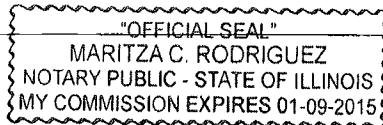
STATE OF Illinois )  
 )  
COUNTY OF Cook )

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**

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
USA	A Alexis (and design) Class Int 9 & 11	2,081,964	07/22/97	Marianna Industries, Inc.
USA	Christine Ashley Class Int 3	2,437,455	03/20/01	Marianna Industries, Inc.
USA	Christine Ashley Class Int 8	2,423,849	01/23/01	Marianna Industries, Inc.
USA	Cure Care Class Int 3	2,179,656	08/04/98	Marianna Industries, Inc.
USA	Kiru (Supplemental Register) Class Int 8	2,454,205	05/22/01	Marianna Industries, Inc.
USA	K-Kurl Class Int 3	2,395,239	10/17/00	Marianna Industries, Inc.
USA	Luminous Skin Care Class Int 3	3,033,406	12/27/05	Marianna Industries, Inc.
USA	Marianna Class Int 3	1,810,382	12/14/93	Marianna Industries, Inc.
USA	Marianna (Stylized) Class Int 42	1,761,799	03/30/93	Marianna Industries, Inc.
USA	Natural Effects Class Int 3	2,207,975	12/08/98	Marianna Industries, Inc.
USA	Talon Class Int 8	3,596,436	03/24/09	Marianna Industries, Inc.
USA	Body High Class Int 3	2,525,282	01/01/02	Marianna Industries, Inc.



<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
USA	Bubble White Class Int 3	2,343,342	04/18/00	Marianna Industries, Inc.
USA	Earthess Spa Class Int 3	3,410,119	04/08/08	Marianna Industries, Inc.
USA	Nails To Go Class Int 3	1,496,469	07/19/88	Marianna Industries, Inc.
USA	Origi-Nails Class Int 3	1,402,771	07/29/86	Marianna Industries, Inc.
USA	Origi-Stik Class Int 3	1,415,508	11/04/86	Marianna Industries, Inc.
USA	Primabond Class Int 3	1,842,605	07/05/94	Marianna Industries, Inc.
USA	Gold Edition Class Int 3	4,112,943	03/13/12	Marianna Industries, Inc.
USA	Color Brilliance Class Int 3	1,899,532	06/13/95	(Reverter rights held by Marianna Industries, Inc.)
USA	Pro Basic Class Int 8	4,351,310	6/11/2013	Marianna Industries, Inc.
USA	Pro Basic Class Int 21	4,444,561	12/3/2013	Marianna Industries, Inc.
USA	Pro Basic Class Int 26	Serial No. 85583171	File Date: 3/29/2012	Marianna Industries, Inc.
USA	Salon Splurge Class Int 14	4,355,314	6/18/2013	Marianna Industries, Inc.

<b>Country</b>	<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
USA	Salon Splurge Class Int 26	4,404,263	9/17/2013	Marianna Industries, Inc.
USA	Viper Class Int 8	4,126,271	4/10/2012	Marianna Industries, Inc.

**Schedule B – Patents**

None.