

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314871

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:	Salem Halifax Capital Partners, Limited Partnership		
Street Address:	2849 Paces Ferry Road, Overlook 1, Suite 660		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339-4098		
Entity Type:	LIMITED PARTNERSHIP: NORTH CAROLINA		
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:	4045725135		
<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:	404-572-3493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	King & Spalding, LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	10718.015026		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	08/22/2014		

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Total Attachments: 6

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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, SALEM HALIFAX CAPITAL PARTNERS, LIMITED PARTNERSHIP, a North Carolina limited partnership (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 Note Purchase 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 “**Note Purchase 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 Note Purchase 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 Note Purchase Agreement) of the Grantor and shall be effective as of the date of the Note Purchase Agreement.

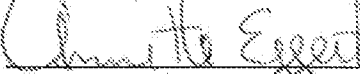
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Note Purchase Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Note Purchase 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 Note Purchase Agreement, the provisions of the Note Purchase 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 Note Purchase Agreement.

GRANTOR:

R/C INTERNATIONAL, INC.,
a Nebraska corporation

By: 

Name: Annette Eggert

Title: Chief Financial Officer and Secretary

[Signature Page to Grant of IP Security Interest]

TRADEMARK
REEL: 005349 FRAME: 0845

STATE OF Nebraska)
)
COUNTY OF Douglas)

On this 14 day of August, 2014, before me personally came Annette Eggert, to me known or proved to me on the basis of satisfactory evidence to be the person, who, being by me duly sworn did depose and say that 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 she signed 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.

Sergja Muellner
Notary Public

My Commission Expires: 2-17-15

GENERAL NOTARY - State of Nebraska
Sergja Muellner
My Comm. Exp. Feb. 17, 2015

GRANTEE:

SALEM HALIFAX CAPITAL PARTNERS,
LIMITED PARTNERSHIP

By: SCP Management, LLC, its General Partner

By: Virginia Rollins
Name: Virginia G. Rollins
Title: Partner

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.