

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314872

<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>	Salem Halifax Capital Partners, Limited Partnership		
<b>Street Address:</b>	2849 Paces Ferry Road, Overlook 1, Suite 660		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339-4098		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2081964	A ALEXIS	
<b>Registration Number:</b>	2437455	CHRISTINE ASHLEY	
<b>Registration Number:</b>	2423849	CHRISTINE ASHLEY	
<b>Registration Number:</b>	2179656	CURE CARE	
<b>Registration Number:</b>	2454205	KIRU	
<b>Registration Number:</b>	2395239	K-KURL	
<b>Registration Number:</b>	3033406	LUMINOUS SKIN CARE	
<b>Registration Number:</b>	1810382	MARIANNA	
<b>Registration Number:</b>	1761799	MARIANNA	
<b>Registration Number:</b>	2207975	NATURAL EFFECTS	
<b>Registration Number:</b>	3596436	TALON	
<b>Registration Number:</b>	2525282	BODY HIGH	
<b>Registration Number:</b>	2343342	BUBBLE WHITE	
<b>Registration Number:</b>	3410119	EARTHESS SPA	
<b>Registration Number:</b>	1496469	NAILS TO GO	
<b>Registration Number:</b>	1402771	ORIGI-NAILS	
<b>Registration Number:</b>	1415508	ORIGI-STIK	
<b>Registration Number:</b>	1842605	PRIMABOND	
<b>Registration Number:</b>	4112943	GOLD EDITION	
<b>Registration Number:</b>	1899532	COLOR BRILLIANCE	
<b>TRADEMARK</b>			

CH \$665.00 2081964

Property Type	Number	Word Mark
Registration Number:	4351310	PRO BASIC
Registration Number:	4444561	PRO BASIC
Serial Number:	85583171	PRO BASIC
Registration Number:	4355314	SALON SPLURGE
Registration Number:	4404263	SALON SPLURGE
Registration Number:	4126271	VIPER

**CORRESPONDENCE DATA**

Fax Number: 4045725135  
*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.*  
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

**Total Attachments: 8**

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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, 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, R/C International, 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:**

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

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

[Signature Page to Grant of IP Security Interest]

**TRADEMARK**  
**REEL: 005349 FRAME: 0853**

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 Marianna Industries, 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.

Sergia Mueller  
Notary Public

My Commission Expires: 2-17-15

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

**GRANTEE:**

SALEM HALIFAX CAPITAL PARTNERS,  
LIMITED PARTNERSHIP

By: SCP Management, LLC, its General Partner

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

**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.

Country	Trademark	Registration #	Issue Date	Owner
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.