

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM652516

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900618473

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R/C INTERNATIONAL, INC.		05/18/2021	Corporation: NEBRASKA
MARIANNA INDUSTRIES, INC.		05/18/2021	Corporation: NEBRASKA
ARIZONA NATURAL RESOURCES, LLC		05/18/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Monroe Capital Management Advisors, LLC, as Administrative Agent
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1380963	APPEARANCE
Registration Number:	2540466	APPEARANCE SAFESOAP
Registration Number:	2456725	RC INTERNATIONAL
Registration Number:	2525282	BODY HIGH
Registration Number:	5194736	BUILT ON BEAUTY
Registration Number:	2423849	CHRISTINE ASHLEY
Registration Number:	2437455	CHRISTINE ASHLEY
Registration Number:	2454205	KIRU
Registration Number:	2395239	K-KURL
Registration Number:	1810382	MARIANNA
Registration Number:	1761799	MARIANNA
Registration Number:	5415921	PRO BASIC
Registration Number:	4351310	PRO BASIC
Registration Number:	4444561	PRO BASIC
Registration Number:	5571671	DOWN TO EARTH

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 91012-30180**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 06/08/2021**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”), for the benefit of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with that certain Guaranty and Collateral Agreement dated as of May 18, 2021, among the Grantors and Guarantors party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office);
- (2) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and
- (3) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1), (2) and (3) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement and the Guaranty and Collateral Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guaranty and Collateral Agreement, the terms and provisions of the Guaranty and Collateral Agreement shall govern.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder; provided, for the avoidance of doubt, the taking of such actions shall be determined by such Grantor in its reasonable business judgment.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, tradenames, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; (b) the right to obtain all renewals thereof; and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-

1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).


This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

Upon the consummation of any disposition of Trademark Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Trademark Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon each Grantor's request, Administrative Agent will promptly, at the sole expense of such Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by such Grantor to evidence such termination and release.


[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

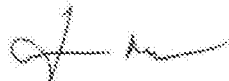
R/C INTERNATIONAL, INC.,  
a Nebraska corporation,  
as a Grantor

By:   
Name: John May  
Title: Authorized Officer

MARIANNA INDUSTRIES, INC.,  
a Nebraska corporation,  
as a Grantor

By:   
Name: John May  
Title: Authorized Officer

ARIZONA NATURAL RESOURCES, LLC,  
a Delaware limited liability company,  
as a Grantor

By:   
Name: John May  
Title: Authorized Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

R/C INTERNATIONAL, INC.,  
a Nebraska corporation,  
as a Grantor

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

Name: John May

Title: Authorized Officer

MARIANNA INDUSTRIES, INC.,  
a Nebraska corporation,  
as a Grantor

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

Name: John May

Title: Authorized Officer

ARIZONA NATURAL RESOURCES, LLC,  
a Delaware limited liability company,  
as a Grantor

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

Name: John May

Title: Authorized Officer

Acknowledged:

MONROE CAPITAL MANAGEMENT  
ADVISORS, LLC, as Administrative Agent

By: Alex Parmacek



Name: Alex Parmacek

Title: Director

SCHEDULE 1

TRADEMARK COLLATERAL

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date	Status	Owner
APPEARANCE in Stylized Letters 	U.S.	73490014 16-JUL-1984	1380963 04-FEB-1986	REGISTERED	R/C INTERNATIONAL, INC.
APPEARANCE SAFESOAP	U.S.	76292967 31-JUL-2001	2540466 19-FEB-2002	REGISTERED	R/C INTERNATIONAL, INC.
RC INTERNATIONAL	U.S.	75734396 22-JUN-1999	2456725 05-JUN-2001	REGISTERED	R/C INTERNATIONAL, INC.
BODY HIGH	U.S.	78057149 06-APR-2001	2525282 01-JAN-2002	REGISTERED	MARIANNA INDUSTRIES, INC.
BUILT ON BEAUTY	U.S.	87127204 04-AUG-2016	5194736 02-MAY-2017	REGISTERED	MARIANNA INDUSTRIES, INC.
CHRISTINE ASHLEY	U.S.	75561203 29-SEP-1998	2423849 23-JAN-2001	REGISTERED	MARIANNA INDUSTRIES, INC.
CHRISTINE ASHLEY	U.S.	75561204 29-SEP-1998	2437455 20-MAR-2001	REGISTERED	MARIANNA INDUSTRIES, INC.
KIRU	U.S.	75446484 09-MAR-1998	2454205 22-MAY-2001	REGISTERED	MARIANNA INDUSTRIES, INC.
K-KURL	U.S.	75703597 12-MAY-1999	2395239 17-OCT-2000	REGISTERED	MARIANNA INDUSTRIES, INC.
MARIANNA	U.S.	74325605 26-OCT-1992	1810382 14-DEC-1993	REGISTERED	MARIANNA INDUSTRIES, INC.
MARIANNA and Design 	U.S.	73739737 14-JUL-1988	1761799 30-MAR-1993	REGISTERED	MARIANNA INDUSTRIES, INC.
PRO BASIC	U.S.	87454935 18-MAY-2017	5415921 06-MAR-2018	REGISTERED	MARIANNA INDUSTRIES, INC.
PRO BASIC	U.S.	85583173 29-MAR-2012	4351310 11-JUN-2013	REGISTERED	MARIANNA INDUSTRIES, INC.



Mark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date	Status	Owner
PRO BASIC	U.S.	85582013 28-MAR-2012	4444561 03-DEC-2013	REGISTERED	MARIANNA INDUSTRIES, INC.
Down to Earth	U.S.	87516547 05-JUL-2017	5,571,671 25-SEPT-2018	REGISTERED	ARIZONA NATURAL RESOURCES LLC

TRADEMARK

REEL: 007317 FRAME: 0230

RECORDED: 05/21/2021