

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL PACIFIC LIMITED		01/20/2016	CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	MIDWEST MEZZANINE FUND V, L.P., AS THE AGENT		
Street Address:	55 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3857291	SOLNA	
Registration Number:	3857292	EE	
Registration Number:	3439864	RP	
Registration Number:	3236600	ROYAL PACIFIC LTD.	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	211422-00021		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	01/21/2016		
Total Attachments: 6			
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This instrument and the liens and security interests securing this instrument are subject to the terms of a Subordination and Intercreditor agreement dated as of January 20, 2016, between Royal Pacific Holdings, LLC, a Delaware limited liability company; Royal Pacific Acquisitions, LLC, a Delaware limited liability company; Royal Pacific Limited, a New Mexico corporation; First American Bank, an Illinois banking corporation; and Midwest Mezzanine Fund V SBIC, L.P., a Delaware limited partnership, Midwest Mezzanine Fund V, L.P., a Delaware limited partnership, and the other "Subordinated Creditors" party thereto (the "Subordination Agreement").

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2016, is made by ROYAL PACIFIC LIMITED, a New Mexico corporation (the "Grantor"), in favor of MIDWEST MEZZANINE FUND V, L.P., a Delaware limited partnership (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Senior Subordinated Note Purchase and Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among the Grantor, Royal Pacific Acquisition LLC, a Delaware limited liability company (together with the Grantor, the "Borrower"), Royal Pacific Holdings, LLC, a Delaware limited liability company and the Agent, the Agent has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, as a condition to the Agent's entering into the Note Purchase Agreement and making such extensions of credit to the Borrower, the Agent requires that the Grantor enter into this Trademark Security Agreement in order to secure the obligations and performance of the Borrower under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent to enter into the Note Purchase Agreement and make the extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent, and grants to the Agent a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

For purposes of this Agreement, the term (a) "Trademarks" shall mean all rights, title and interests (and all related IP Ancillary Rights) arising under any requirement of law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, (b) "IP Ancillary Rights" shall mean, with respect to any Trademark, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Trademark and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademark, 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, and, in each case, all rights to obtain any other IP Ancillary Right and (c) "IP Licenses" shall mean all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Trademarks.

Section 3. Note Purchase Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Note Purchase Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts,

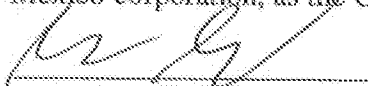
each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROYAL PACIFIC, LIMITED,
a New Mexico corporation, as the Grantor

By: 
Name: David Schlossberg
Title: Chief Financial Officer and Vice
President

ACCEPTED AND AGREED
as of the date first above written:

MIDWEST MEZZANINE FUND V, L.P.,
a Delaware limited partnership,
as the Agent

By: _____
Name: David Gezon
Title: Managing Director

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROYAL PACIFIC, LIMITED,
a New Mexico corporation, as the Grantor

By: _____
Name: David Schlossberg
Title: Chief Financial Officer and Vice
President

ACCEPTED AND AGREED
as of the date first above written:

MIDWEST MEZZANINE FUND V, L.P.,
a Delaware limited partnership,
as the Agent

By: David Gezon
Name: David Gezon
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
SOLNA	77437174	4/1/08	3857291	10/5/10
EE	77437208	4/1/08	3857292	10/5/10
RP	77282104	9/18/07	3439864	6/3/08
ROYAL PACIFIC LTD.	78833270	3/9/06	3236600	5/1/07