

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marianna Industries, Inc.	06/17/2010
RECEIVING PARTY DATA	
Name:	Fifth Third Bank, as agent
Street Address:	222 S. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6485730
CORRESPONDENCE DATA	
Fax Number:	(312)258-5700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-258-5724
Email:	cbollinger@schiffhardin.com
Correspondent Name:	Chris L. Bollinger
Address Line 1:	P.O. Box 06079
Address Line 2:	Schiff Hardin LLP
Address Line 4:	Chicago, ILLINOIS 60606-0079
ATTORNEY DOCKET NUMBER:	27662-0058
NAME OF SUBMITTER:	Chris L. Bollinger
Total Attachments: 7 source=7-20 - MARIANNA PATENT SECURITY AGMT#page1.tif source=7-20 - MARIANNA PATENT SECURITY AGMT#page2.tif source=7-20 - MARIANNA PATENT SECURITY AGMT#page3.tif source=7-20 - MARIANNA PATENT SECURITY AGMT#page4.tif	

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of June 17, 2010, is made by **Marianna Industries, Inc.**, a Nebraska corporation (the "Company"), in favor of **Fifth Third Bank**, an Ohio banking corporation, in its capacity as agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

RECITALS

WHEREAS, the Company, Marianna Beauty Holdings, Inc., a Delaware corporation ("Holdings"), R/C International, Inc., a Nebraska corporation ("R/C"), Essential Products, Inc., a Nebraska corporation ("Essential"; the Company, Holdings, R/C and Essential are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), the Lenders and the Agent are parties to a Credit Agreement dated as of June 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans to the Company;

WHEREAS, the Obligors and the Agent are parties to (a) a Security Agreement dated as of June 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of June 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, the Company has granted to the Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all reissues, divisions, continuations, extensions and continuations-in-part thereof, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof, all rights to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto, including, without limitation, the inventions and improvements described and claimed therein, all reissues, divisions, continuations, extensions and continuations-in-part thereof, all

rights to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world;

- (2) all license agreements with any other Person or Persons with respect to any patents and patent applications, whether the Company is a licensor or licensee under any such license agreements, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Patent Collateral");

provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the IP Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and the Agent hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MARIANNA INDUSTRIES, INC.

By: Robert Campney
Name: Robert Campney
Title: Secretary

Acknowledged and agreed to:

FIFTH THIRD BANK, as Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the Company has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MARIANNA INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

FIFTH THIRD BANK, as Agent

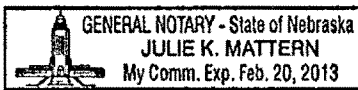
By:  _____
Name: Scott Nielsen
Title: Vice President

STATE OF Nebraska)
COUNTY OF Douglas) SS.

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Robert Campney, personally known to me to be the Secretary of Marianna Industries, Inc., a Nebraska corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Patent Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 17th day of June, 2010.

(NOTARIAL SEAL)



Julie K. Mattern
Notary Public

My Commission Expires: 2/20/2013

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Scott Nielsen, personally known to me to be the Vice President of Fifth Third Bank, an Ohio banking corporation, personally known to me to be the same person whose name is subscribed to the foregoing Patent Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 17 day of June, 2010.

(NOTARIAL SEAL)



Anita McKinley
Notary Public

My Commission Expires: 5/27/13

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

Title	Country	Applic. No./ Filing Date	Patent No./ Issue Date	Owner	Status
Single serving paraffin treatment system and method	U.S.	09/708938 11/8/2000	6485730 11/26/2002	Marianna Industries, Inc.	Lapsed on 5/1/2010 when maintenance fees for such patent were not paid

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