

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RTC Industries, Inc.		12/30/2008	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	135 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: ILLINOIS

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	3297682	BEVTRAC
Registration Number:	2827953	IZOOM
Registration Number:	3510779	RTC
Registration Number:	3522131	ECOTRAC
Registration Number:	3351167	SHELFLEX
Registration Number:	3371710	PAYLOADER
Registration Number:	3351166	RTC
Registration Number:	2559884	STORE READY SOLUTIONS
Serial Number:	75933647	STORE READY SOLUTIONS
Registration Number:	2512970	FANTAZZMO
Registration Number:	1853660	RTC
Registration Number:	1852953	AART
Registration Number:	1372642	SEND-A-SWEET
Registration Number:	1404962	SHELFLEX

**CH \$690.00 3297682**

Registration Number:	1347929	BOXTRAK
Registration Number:	1366704	VERTITRAK
Registration Number:	1366703	VERTITRAK
Registration Number:	1312363	RTC
Registration Number:	1322194	ARTGLAS
Registration Number:	1294306	PAYLOADER
Registration Number:	1287966	CANTRAK
Registration Number:	1296277	ROTEC
Registration Number:	1292893	MOD-U-DUMP
Registration Number:	1287965	RTC
Registration Number:	1268629	MOD-U-SHELF
Registration Number:	1125199	TOPS'N TUBES
Registration Number:	1085523	POPETTES

**CORRESPONDENCE DATA**

Fax Number: (312)876-1155  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-627-2508  
Email: dtsai@dykema.com  
Correspondent Name: Diana Tsai  
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Address Line 2: Suite 2300  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	103648-0209
NAME OF SUBMITTER:	Diane Y. Tsai
Signature:	/DianeYTsai/
Date:	12/31/2008

Total Attachments: 10  
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**SHORT FORM PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

THIS SHORT FORM PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Security Agreement") dated as of December 15, 2008, is by RTC INDUSTRIES, INC., an Illinois corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, as successor by merger to LaSalle Bank National Association ("Lender").

**WITNESSETH:**

WHEREAS, Grantor and Lender have entered into that certain Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to make and/or continue to make certain loans to Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Security Agreement which grants security interests in certain Patents, Trademarks and Copyrights described herein which are not listed in the existing Patent Security Agreement and Trademark Security Agreement previously executed and delivered by Grantor;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, Grantor hereby agrees with the Lender as follows:

1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

2. Grant of Security Interest in Patents. As security for the payment and performance of the Obligations, Grantor does hereby mortgage, pledge and collaterally assign (or reaffirm its mortgage, pledge and collateral assignment of), to Lender, and grant to Lender (or reaffirm its grant of), a continuing security interest in and to the entire right, title and interest of Grantor in all of its inventions, discoveries and designs, issued patents, patent applications, registered design rights and applications therefore, industrial design registrations and applications therefor, throughout the world, including, but not limited to, those listed on Schedule I attached hereto and made a part hereof, including, but not limited to, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all provisional applications, re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Grant of Security Interest in Trademarks. As security for the payment and performance of the Obligations, Grantor does hereby mortgage, pledge and collaterally assign (or reaffirm its mortgage, pledge and collateral assignment of), to Lender, and grant to Lender (or reaffirm its grant of), a continuing security interest in all of the following property (collectively, the "Trademarks"), whether now or hereafter owned, acquired or existing: (i) all the trademarks, names, domain names, words, symbols, signs and devices referred to in Schedule II attached hereto and made a part hereof, and all printed or electronic matter on which the same have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country; (ii) each Trademark license referred to in Schedule II; (iii) all divisions and renewals of any of the items described in clauses (i) and (ii) above; (iv) all of the

goodwill of the business connected with the use of, and symbolized by, the items described in clauses (i) and (ii) above; and (v) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark registration or Trademark license, including the Trademarks or any Trademark registration or Trademark license referred to in Schedule II, or for any injury to the goodwill associated with the use of the Trademarks or for breach or enforcement of any Trademark license.

4. Grant of Security Interest in Copyrights. As security for the payment and performance of the Obligations, Grantor does hereby mortgage, pledge and collaterally assign to Lender, and grant to Lender, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights, copyright registrations and copyright applications listed on Schedule III attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights").

5. Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in the Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

RTC INDUSTRIES, INC., an Illinois corporation

By: Richard Nathan  
Name: RICHARD NATHAN  
Title: CEO

Acknowledged:

**BANK OF AMERICA, N.A.**, a national banking association, as successor by merger to LaSalle Bank National Association

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

goodwill of the business connected with the use of, and symbolized by, the items described in clauses (i) and (ii) above; and (v) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark registration or Trademark license, including the Trademarks or any Trademark registration or Trademark license referred to in Schedule II, or for any injury to the goodwill associated with the use of the Trademarks or for breach or enforcement of any Trademark license.

4. Grant of Security Interest in Copyrights. As security for the payment and performance of the Obligations, Grantor does hereby mortgage, pledge and collaterally assign to Lender, and grant to Lender, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights, copyright registrations and copyright applications listed on Schedule III attached hereto and made a part hereof, and all renewals of any of the foregoing, all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights").

5. Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender as set forth and pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in the Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

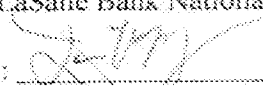
IN WITNESS WHEREOF, Grantor has caused this Short Form Patent, Trademark and Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RTC INDUSTRIES, INC., an Illinois corporation

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

Acknowledged:

BANK OF AMERICA, N.A., a national  
banking association, as successor by merger  
to LaSalle Bank National Association

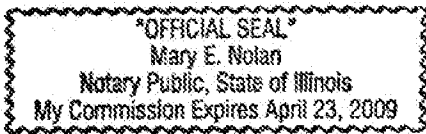
By:  \_\_\_\_\_  
Name: J. M. [unclear] \_\_\_\_\_  
Title: [unclear] \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Richard Nathan, the Chief Executive Officer of RTC INDUSTRIES, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chief Executive Officer, he signed and delivered the foregoing instrument, as his 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 notarial seal as of this 30<sup>th</sup> day of December, 2008.



Mary E. Nolan  
Notary Public

My Commission Expires: April 23, 2009

**SCHEDULE I****PATENTS**

<u>Title of Invention</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Kinetic inertial delivery system	11/050,157	February 3, 2005	7,404,494	July 29, 2008
Product securement and management system	11/456,015	July 6, 2006	7,389,886	June 24, 2008
Product securement and management system	11/612,210	December 18, 2006	7,299,934	November 27, 2007
Product management display system	10/772,134	February 3, 2004	7,152,536	December 26, 2006
Product securement and management system	11/140,023	May 27, 2005	7,150,365	December 19, 2006
Product management display system	11/216,493	August 31, 2005	7,093,546	August 22, 2006
Product management display system	10/474,490	October 8, 2003	6,964,235	November 15, 2005
Shelf rail clip and shelf display system	10/410,922	April 10, 2003	6,932,226	August 23, 2005
Merchandise self-facing system with interlocking pushers	10/248,881	February 26, 2003	6,824,009	November 30, 2004
Rack merchandising system	10/437,534	May 14, 2003	6,783,912	August 31, 2004
Rack merchandising system	10/173,894	June 18, 2002	6,607,083	August 19, 2003
Rack merchandising system	09/897,622	July 2, 2001	6,405,880	June 18, 2002
Product organizer	09/597,006	June 20, 2000	6,305,559	October 23, 2001
Storage and display rack and shelf therefor	09/576,509	May 23, 2000	6,290,074	September 18, 2001
Water bottle shelf		May 24, 1999	D431,427	October 3, 2000
Product management display system	08/969,974	November 13, 1997	6,041,720	March 28, 2000
Anti-racking pull-out shelf	08/969,975	November 13, 1997	5,970,887	October 26, 1999
Shelf sign system	08/835,667	April 10, 1997	5,924,367	July 20, 1999
Peg hook display system	08/841,460	April 22, 1997	5,855,282	January 5, 1999
Gravity feed track system	08/617,369	March 18, 1996	5,706,957	January 13, 1998
Display shelf system	08/602,870	January 29, 1996	5,682,824	November 4, 1997
Gravity feed dispenser	08/618,244	March 18, 1996	5,669,527	September 23, 1997
Wireless interactive consumer video system	08/332,258	October 31, 1994	5,608,449	March 4, 1997
Modular sign system	08/071,442	June 3, 1993	5,437,116	August 1, 1995
Entertainment and promotional method	08/114,009	August 30, 1993	5,362,051	November 8, 1994
Display system	08/034,501	March 19, 1993	5,353,714	October 11, 1994
Modular storage rack	07/785,926	October 31, 1991	5,191,983	March 9, 1993
Bottle carrier assembly	07/865,057	April 8, 1992	5,188,413	February 23, 1993

<u>Title of Invention</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Display stand	07/180,274	April 11, 1988	D321,296	November 5, 1991
Modular display stand	07/189,959	May 2, 1988	D321,101	October 29, 1991
Merchandise display stand	07/464,374	January 12, 1990	4,976,360	December 11, 1990
Shelving assembly	07/325,395	March 20, 1989	4,934,645	June 19, 1990
Display balloon holder	07/180,181	April 11, 1988	4,881,916	November 21, 1989
Spring-urged shelf divider system	07/180,179	April 11, 1988	4,830,201	May 16, 1989
Display shelf organizer	06/929,053	November 10, 1986	4,712,694	December 15, 1987
Dispenser rack for cans or bottles	06/716,328	March 26, 1985	D290,790	July 14, 1987
Slide track for a dispenser for cans or bottles	06/716,327	March 26, 1985	D290,670	July 7, 1987
Side wall for a dispenser for cans or bottles	06/716,326	March 26, 1985	D290,566	June 30, 1987
Modular shipping tray for packaged goods	06/574,406	January 27, 1984	D288,784	March 17, 1987
Magazine vending tray	06/519,108	August 1, 1983	D286,837	November 25, 1986
Modular display rack	06/574,405	January 27, 1984	D284,049	June 3, 1986
Modular display rack	06/586,222	March 5, 1984	4,550,838	November 5, 1985
Magazine display tray	06/518,382	July 29, 1983	4,505,395	March 19, 1985
Storage and dispenser rack	06/454,997	January 3, 1983	4,474,297	October 2, 1984
Rack for displaying and storing packaged merchandise	05/626,295	October 28, 1975	D247,144	February 7, 1978
Product management display system	PCT/US02/15760	May 17, 2002		
Assembly for mounting a display sign		November 9, 1987	4,854,533	August 8, 1989
Slat wall advertising panel		July 23, 1986	4,805,783	February 21, 1989
Header sign mounting assemblies for product merchandise		July 14, 1986	4,798,013	January 17, 1989

### Patent Applications

<u>Title of Invention</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Publication Date</u>
Merchandise display stand	10/ 385,823	March 11, 2003	20040178103	September 16, 2004
Rack merchandising system	10/922,632	August 19, 2004	20050000924	January 6, 2005
Merchandise self-facing pusher system	10/986,701	November 12, 2004	20050056602	March 17, 2005
Product securement and management system	11/047,915	February 1, 2005	20050161420	July 28, 2005
System for inventory management	10/772,010	February 3, 2004	20050168345	August 4, 2005
Product management display system	11/257,718	October 25, 2005	20060021957	February 2, 2006



Title of Invention	Application No.	Filing Date	Publication No.	Publication Date
Product management display system with trackless pusher mechanism	11/411,761	April 25, 2006	20060226095	October 12, 2006
Cylindrical container dispenser	11/248,557	October 12, 2005	20070080166	April 12, 2007
Product management display system	11/409,784	April 24, 2006	20070090068	April 26, 2007
Gondola extender	11/250,558	October 12, 2005	20070095767	May 3, 2007
Product Management Display System	11/465,936	August 21, 2006	20070095772	May 3, 2007
Multi-Component Display and Merchandise Systems	11/684,253	March 9, 2007	20070158281	July 12, 2007
Product Securement and Management System	11/685,530	March 13, 2007	20070193971	August 23, 2007
Product Management Display System With Trackless Pusher Mechanism	11/760,196	June 8, 2007	20070251900	November 1, 2007
Product Securement and Management System	11/858,545	September 20, 2007	20080061015	March 13, 2008
Merchandising System with Flippable Column and/or Item Stop	11/877,472	October 23, 2007	20080129161	June 5, 2008
Product Securement and Management System	11/945,057	November 26, 2007	20080135507	June 12, 2008
Angled Support for Displaying Products	11/769,894	June 28, 2007	20080217269	September 11, 2008

## SCHEDULE II

### TRADEMARKS

Mark	Application No.	Filing Date	Reg. No.	Reg. Date
BEVTRAC	78875395	2006-05-03	3297682	2007-09-25
IZOOM (& DESIGN)	78223067	2003-03-07	2827953	2004-03-30
POD STACKER	78160882	2002-09-05	2839224	2004-05-04
THE IN-STORE AGENCY	78088564	2001-10-16	2750255	2003-08-12
RTC	77243020	2007-07-31	3510779	2008-10-07
ECOTRAC	77301419	2007-10-11		
SHELFLEX	77122058	2007-03-05	3351167	2007-12-11
PAYLOADER	77122054	2007-03-05	3371710	2008-01-22
RTC	77122048	2007-03-05	3351166	2007-12-11
PROFIT PUSHER	76076417	2000-06-23	2669790	2002-12-31
STORE READY SOLUTIONS	75935670	2000-03-03	2539884	2002-04-09
STORE READY SOLUTIONS	75935983	2000-03-03	2562957	2002-04-23
STORE READY SOLUTIONS	75933647	2000-03-03	75933647	2002-07-16
SUCCESS IS IN-STORE	75635319	1999-02-05	2413568	2000-12-19
PROFIT SHELF	75633550	1999-02-05	2370375	2000-07-25
ROTEC	74355721	1993-02-01	1816898	1994-01-18
MOD-U-SIGN	74355718	1993-02-01	1892670	1995-05-02
MOD-U-SHELF	74354421	1993-02-01	1818976	1994-02-01
TECHNI-COOLER	73750850	1988-09-09	1543571	1989-06-13
RETAIL ACTIVATION PROCESS	78509575	2004-11-02		
RAP	78509572	2004-11-02		
TOWER STACKER	78196805	2002-12-20		
IZOOM	78160290	2002-09-03		
FANTAZZMO (& DESIGN)	75438767	1998-02-23	2512970	2001-11-27
FANTAZZMO (& DESIGN)	75438754	1998-02-23		
STRETCH-O-SORUS	75321230	1997-07-08		
SUPER STINKY	75320747	1997-07-08		
RTC	74355723	1993-02-01	1853660	1994-09-13
RTC	74355722	1993-02-01	1797865	1993-10-12
CANTRAK	74354423	1993-02-01	1795034	1993-09-28
SHELFLEX	74354420	1993-02-01	1796404	1993-10-05

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PAYLOADER	74354316	1993-02-01	1795033	1993-09-28
AART	74334937	1992-11-20	1852953	1994-09-06
ZIPP-ITS	74042690	1990-03-26		
SEND-A-SWEET	73542974	1985-06-14	1372642	1985-11-26
SHELFLEX	73540677	1985-05-31	1404962	1986-08-12
BOXTRAK	73494302	1984-08-10	1347929	1985-07-09
VERTITRAK	73494153	1984-08-10	1366704	1985-10-22
VERTITRAK (& DESIGN)	73494144	1984-08-10	1366703	1985-10-22
RTC	73464216	1984-02-06	1312363	1985-01-01
ARTGLAS	73461350	1984-01-17	1322194	1985-02-26
PAYLOADER	73392554	1982-09-29	1294306	1984-09-11
CANTRAK	73392549	1982-09-29	1287966	1984-07-31
ROTEC	73392548	1982-09-29	1296277	1984-09-18
RTC	73389153	1982-09-27		
MOD-U-DUMP	73389152	1982-09-27	1292893	1984-09-04
RTC (& DESIGN)	73389151	1982-09-27	1287965	1984-07-31
MOD-U-SHELF	73389150	1982-09-27	1268629	1984-02-28
TOPS'N TUBES	73153720	1977-12-29	1125199	1979-09-18
POPETTES	73116443	1977-02-22	1085523	1978-02-14
MOD-U-STRUTS	72439172	1972-10-24	0981073	1974-03-26

**SCHEDULE III**

**COPYRIGHTS**

<u>Title of Work</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Year of Creation</u>
PCATI LCD GenI operating system.	TXu001281223	2006-02-08	2006
PCATI LCDG1 operating system.	TXu001217773	2005-01-20	2004
RTC LCDG1 operating system.	TXu001196826	2004-09-08	1999