

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
R/C International, Inc.		06/17/2010	CORPORATION: NEBRASKA

**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
Entity Type:	Banking corporation: OHIO

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1380963	APPEARANCE
Registration Number:	2540466	APPEARANCE SAFESOAP
Registration Number:	2455743	NATURAL HERBS
Registration Number:	2456725	RC INTERNATIONAL
Registration Number:	1912119	REFLECTIONS
Registration Number:	2346828	SUPER KIDS

**CORRESPONDENCE DATA**

Fax Number: (312)258-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 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

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ATTORNEY DOCKET NUMBER:	27662-0058
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	07/20/2010
<b>Total Attachments: 7</b> source=7-20 - RC TRADEMARK SECURITY AGMT#page1.tif source=7-20 - RC TRADEMARK SECURITY AGMT#page2.tif source=7-20 - RC TRADEMARK SECURITY AGMT#page3.tif source=7-20 - RC TRADEMARK SECURITY AGMT#page4.tif source=7-20 - RC TRADEMARK SECURITY AGMT#page5.tif source=7-20 - RC TRADEMARK SECURITY AGMT#page6.tif source=7-20 - RC TRADEMARK SECURITY AGMT#page7.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 17, 2010, is made by **R/C International, 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"), Marianna Industries, Inc., a Nebraska corporation ("Borrower"), Essential Products, Inc., a Nebraska corporation ("Essential"); the Company, Holdings, Borrower 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 Borrower;

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 service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, 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 trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or

service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, 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 with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark 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, for the benefit of itself and the Lenders, 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 and each Lender with respect to the security interest in the Trademark 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 Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**R/C INTERNATIONAL, INC.**

By: Robert Carney  
Name: Robert Carney  
Title: Secretary

Acknowledged and agreed to:

**FIFTH THIRD BANK, as Agent**

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

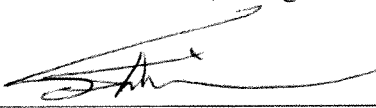
IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**R/C INTERNATIONAL, INC.**

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

Acknowledged and agreed to:

**FIFTH THIRD BANK**, as Agent

By:   
Name: Scott Nielsen  
Title: Vice president

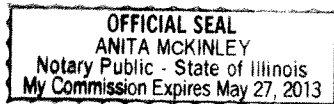


STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

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 Trademark 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  
TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
APPEARANCE (Stylized) <i>Appearance</i>	U.S.	73/490014 7/16/1984	1380963 2/4/1986	R/C International, Inc.
APPEARANCE SAFESOAP	U.S.	76/292967 7/31/2001	2540466 2/19/2002	R/C International, Inc.
NATURAL HERBS and Design <i>Natural Herbs</i> 	U.S.	75/465625 4/10/1998	2455743 5/29/2001	R/C International, Inc.
RC INTERNATIONAL	U.S.	75/734396 6/22/1999	2456725 6/5/2001	R/C International, Inc.
REFLECTIONS	U.S.	74/086805 8/10/1990	1912119 8/15/1995	R/C International, Inc.
SUPER KIDS	U.S.	75/621376 1/15/1999	2346828 5/2/2000	R/C International, Inc.

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