

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
RCG Global Services, Inc.		12/19/2013	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	222 South Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4269087	RCG GLOBAL SERVICES
Registration Number:	4174268	RCG GLOBAL SERVICES
Registration Number:	4160299	IDEAS. REALIZED.
Registration Number:	2842640	DELIVERY EXCELLENCE
Registration Number:	2564314	RCG RCG INFORMATION TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-609-7943
 Email: skowalski@vedderprice.com
 Correspondent Name: Sylvia Kowalski
 Address Line 1: 222 North LaSalle Street - 24th Floor
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417000075 - SCHOENDORFF	TRADEMARK
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NAME OF SUBMITTER:	Sylvia Kowalski
Signature:	/Sylvia Kowalski/
Date:	01/14/2014
Total Attachments: 6 source=Document_1#page1.tif source=Document_1#page2.tif source=Document_1#page3.tif source=Document_1#page4.tif source=Document_1#page5.tif source=Document_1#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK/PATENT/COPYRIGHT RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK/PATENT/COPYRIGHT RIGHTS (this "*Agreement*"), dated as of December 19, 2013 is made by **RCG Global Services, Inc.**, a New Jersey corporation, located at **379 Thornall Street, Edison, NJ** (the "*Grantor*"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Agent (the "*Agent*") in connection with that certain Security Agreement dated as of December 19, 2013 among Grantor, the other "Grantors" party thereto, the Issuers party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "*Security Agreement*"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks/Patents/Copyrights listed on Schedule A hereto (the "*Additional Intellectual Property*"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks/Patents/Copyrights (including, without limitation, the Additional Intellectual Property) (collectively, the "*Collateral*"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

(Signature Page Follows)

(Signature Page to Grant of Security Interest In Trademark/Patent/Copyright Rights)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

RCG GLOBAL SERVICES, INC.,
a New Jersey corporation

By: _____

Name: Robert D. Simplot

Title: Chief Executive Officer

AGENT:

FIFTH THIRD BANK,
an Ohio banking corporation, as Agent

By: _____

Name: _____

Title: _____

TRADEMARK

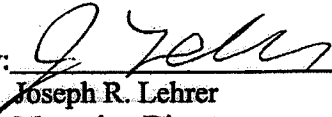
REEL: 005192 FRAME: 0792

(Signature Page to Grant of Security Interest In Trademark and Patent Rights)

AGENT:

FIFTH THIRD BANK,
an Ohio banking corporation, as Agent

By: _____


Joseph R. Lehrer
Managing Director

CHICAGO/#2522421

TRADEMARK
REEL: 005192 FRAME: 0793

SCHEDULE A
(To Grant Security Interest in Trademark Copyright Rights)

**U.S. and foreign Patent/Trademark/Copyright Registrations and Applications
AND U.S. AND FOREIGN EXCLUSIVE PATENT/TRADEMARK/COPYRIGHT
LICENSES**

Patents and Patent Licenses

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
N/A				

Trademarks and Trademark Licenses

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
RCG Global Services, Inc.			4,269,087		January 1, 2013
RCG Global Services, Inc.			4,174,268		July 17, 2012
RCG Global Services, Inc.			4,160,299		June 19, 2012
RCG Global Services, Inc.			2,842,640		May 18, 2004 (Renewal due May 18, 2014)
RCG Global Services, Inc.			2,564,314		April 23, 2002 (Renewed April 23, 2012)

Copyrights

Grantor	Copyright Title	Copyright Application	Copyright Registration Number	Copyright Application Number
RCG Global Services, Inc.	Offsite development process		TXu000720200	
RCG Global Services, Inc.	COBRASYS.		TX0004136128	

RCG Global Services, Inc.	Cobrasys system & Co- branding software system		V3412D179	
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