

10-19-2001



101879763

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New *10/11/01*
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ACUPAC PACKAGING, INC.

Formerly Dermal Sciences, Inc., pursuant to Asset Purchase Agreement dated 9-6-01

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization New Jersey

Receiving Party

☐ Mark if additional names of receiving parties attached

Name BT Commercial Corporation

DBA/AKA/TA

Composed of

Address (line 1) 300 South Grand Avenue

Address (line 2)

Address (line 3) Los Angeles
City

CALIFORNIA
State/Country

90071
Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☐ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002385 FRAME: 0458

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

213 485 1234

Name

Deborah Taylor

Address (line 1)

40 Latham + WATKINS

Address (line 2)

633 W. 5th St., #4000

Address (line 3)

LOS Angeles, CA 90071

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

78021424		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Deborah E. Taylor

Name of Person Signing

Deborah E. Taylor

Signature

10/8/01

Date Signed

COLLATERAL ASSIGNMENT OF TRADEMARKS

(Borrower Security Agreement)

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of September 6, 2001 by ACUPAC PACKAGING, INC., a New Jersey corporation ("Grantor"), and BT COMMERCIAL CORPORATION, as agent under the Credit Agreement (as hereinafter defined) (the "Agent"). Capitalized terms used herein without definition shall have the meanings assigned to those terms in the Credit Agreement

WHEREAS, Outsourcing Services Group, Inc., as a Guarantor ("OSG"), its wholly-owned Subsidiaries Aerosol Services Company, Inc., ("ASC"), Piedmont Laboratories, Inc., ("PLI"), Kolmar Laboratories, Inc. ("KLI"), Precision Packaging and Services, Inc. ("PPSI"), Grantor, and any Subsidiary of OSG that becomes a Borrower thereunder in accordance with the Credit Agreement, the financial institutions and their successors and assigns from time to time party thereto (collectively, the "Lenders"), BT Commercial Corporation, as Agent, having an office at 300 South Grand Avenue, Los Angeles, California 90071, and Heller Financial, Inc., as co-agent, have entered into that certain Credit Agreement dated as of January 8, 1998 (as the same may be amended, supplemented, restated or otherwise modified from time to time (the "Credit Agreement"));

WHEREAS, Grantor has become a party to the Borrower Security Agreement dated as of January 8, 1998 (as said Agreement may be amended, supplemented or otherwise modified from time to time, the "Borrower Security Agreement"; capitalized terms used and not otherwise defined have the meanings assigned to such terms in the Borrower Security Agreement), among ASC, PLI, KLI, Grantor, PPSI, and any Subsidiary of OSG that becomes a Borrower under the Credit Documents in accordance with Section 8.20 of the Credit Agreement, (each a "Borrower" and collectively the "Borrowers") and the Agent (in such capacity, "Grantee"), pursuant to which each Borrower has assigned and granted to Grantee for Grantee's benefit and the ratable benefit of the Lenders and the Issuing Bank a security interest in substantially all the assets of such Borrower including all right, title and interest of such Borrower in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by such Borrower's trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations; and

WHEREAS, Grantor owns the trademarks, trademark registrations and trademark applications, and is a party to the trademark licenses, listed for Grantor on Schedule 1 annexed hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and assign to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all registered and unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, slogans and other source or business identifiers, and the goodwill and general intangibles associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, those set forth on Schedule 1, and (b) all renewals thereof;

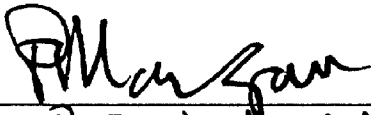
(2) any and all agreements, and licenses, written or oral, providing for the grant by or to Grantor of any right to use any trademark, including, without limitation, those set forth for Grantor on Schedule 1 and all of the goodwill of the business of Grantor connected with the use of, and symbolized by such agreements and licenses; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license.

This assignment and grant of security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Borrower Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Borrower Security 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 Assignment of Trademark to
be duly executed as of September 6, 2001.

ACUPAC PACKAGING, INC.

By: 
Name: PERRY MORGAN
Title: VP & CFO

ACKNOWLEDGMENT

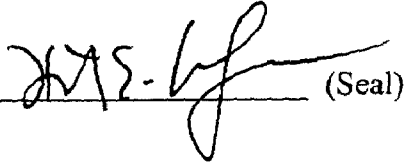
State of New York

County of NY

On 9/6/01, before me, David E. Alpine, Notary Public, personally appeared Perry Morgan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

 (Seal)

DAVID E. ALPINE
Notary Public, State of New York
No. 31-4968413
Qualified in New York County
Commission Expires June 25, 10-2002

ASSIGNMENT OF TRADEMARK

Schedule 1

<u>Mark</u>	Application (A) Registration ® or Series No. (S)	Registration or Filing Date
Bugz-Away (words only)	Serial #78-021424	Filed 8/16/2000

TRADE NAME, TRADEMARK AND SERVICE MARK LICENSES

<u>Mark</u>	Application (A) Registration ® or Series No. (S)	Registration or Filing Date
None		