

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cygnus Corporation		11/02/2005	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce as Collateral Agent		
Street Address:	300 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1595912	CYGNUS	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		
Date:	11/16/2005		

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Total Attachments: 5

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First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of November 2, 2005, by Cygnus Corporation (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor joined that certain Security Agreement dated December 17, 2004 (the "Security Agreement") on the date hereof in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into that certain Amended and Restated First Lien Credit Agreement, dated as of November 2, 2005, among MARIETTA INTERMEDIATE HOLDING CORPORATION, a Delaware corporation, MARIETTA HOLDING CORPORATION, a Delaware corporation, the subsidiary guarantors party thereto, the lenders party thereto, CIBC WORLD MARKETS CORP., as sole lead arranger, CANADIAN IMPERIAL BANK OF COMMERCE, as issuing bank, as administrative agent and as collateral agent, ANTARES CAPITAL CORPORATION, as original documentation agent and GENERAL ELECTRIC CAPITAL CORPORATION, as original syndication agent, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Secu-

ity Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this First Lien Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

CYGNUS CORPORATION

By: 
Name:
Title:

AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent

By: _____
Name:
Title:

(First Lien Trademark Security Agreement - Cygnus Corporation)


IN WITNESS WHEREOF, the Pledgor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

CYGNUS CORPORATION

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Collateral Agent

By: 
Name: Brian S. Gerson
Title: Managing Director

(First Lien Trademark Security Agreement - Cygnus Corporation)

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	APPLICATION NUMBER	NAME
Cygnus Corporation	1,595,912	"Cygnus"