

01-20-2006

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



RECORD
TRAIL

103161646

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Snyder Industries, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Nebraska
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 22, 2005

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment for Security

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: CIT Lending Services Corporation

Internal

Address: _____

Street Address: 1211 Avenue of the Americas, 21st Floor

City: New York

State: New York

Country: USA Zip: 10036

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,044,613

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Cindy Jan, Esq.

Internal Address: c/o Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-836-7231

Fax Number: 212-836-6651

Email Address: cjan@kayescholer.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: J. R. Remy

Signature

January 9, 2006

Date

Johanne R. Remy

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1 TO SECURITY AGREEMENT

TRADEMARKS

REGISTERED U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION No.</u>	<u>DATE</u>
ULTRATAINER	2,044,613	March 11, 1997
VALU-PAK	2,272,637	August 24, 1999
VALU-BIN	2,257,537	June 29, 1999
MEGATAINER	2,373,478	August 1, 2000
NUCONSEPT	2,800,113	December 30, 2003

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Snyder Industries, Inc., a Nebraska corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, a Delaware corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of December 22, 2005 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

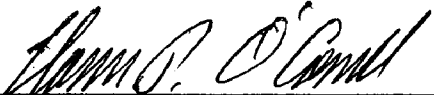
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1211 Avenue of the Americas, 21st Floor, New York, New York 10036.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22nd day of December, 2005.

SNYDER INDUSTRIES, INC.

By: 
Name: THOMAS P. O'CONNELL
Title: PRESIDENT

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