

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
InnoWare Plastic, Inc.		09/01/2006	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	525 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2033478	OCTAVIEW	
Registration Number:	2203080	OCTAWAVE	
Registration Number:	2211712	ISOBOX	
Registration Number:	2683923	MICROSTAR	
Registration Number:	2601820	CREATIVE CARRYOUTS	
Registration Number:	2553529	LUMISTAR	
Registration Number:	2821753	OCTABOWL	
Registration Number:	3024269	FINISHING TOUCH	
Registration Number:	3062243	MONSTERBOX	
Serial Number:	78940989	ECO RETURN TO NATURE	
Serial Number:	78941458	ECO	
Serial Number:	78919182	EXPRESSIONS	
Serial Number:	78919251	EXPRESSIONS	
Serial Number:	78943529	SMARTSEAL SOLUTIONS	

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900057135

TRADEMARK
REEL: 003383 FRAME: 0420

Serial Number:	78943546	SMARTSEAL SOLUTIONS
Serial Number:	78947034	READY ROLL
Serial Number:	78957623	
Serial Number:	78957612	
Serial Number:	78946769	READY ROLL

CORRESPONDENCE DATA

Fax Number: (312)577-4565

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-226 DUNI
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	09/01/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2006, is made by INNOWARE PLASTIC, INC., a Florida corporation formerly known as Duni Corporation and successor by merger to InnoWare Plastic, Inc., a Florida corporation ("Grantor") in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, InnoWare Paper, Inc. ("InnoWare Paper"; Grantor and InnoWare Paper, each a "Borrower" and collectively, the "Borrowers"), the Affiliates of the Borrowers from time to time party thereto as Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to a Guaranty and Security Agreement dated as of August 31, 2006 in favor of the Agent (the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (but excluding Excluded Property) of Grantor (the "Trademark Collateral"):

all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

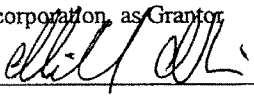
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

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

Very truly yours,

INNOWARE PLASTIC, INC., a Florida corporation formerly known as Duni Corporation and successor by merger to InnoWare Plastic, Inc., a Florida corporation, as Grantor

By: 
Name: _____
Its: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Its: _____

InnoWare Plastic, Inc. Trademark Security Agreement

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

Very truly yours,

INNOWARE PLASTIC, INC., a Florida
corporation formerly known as Duni Corporation
and successor by merger to InnoWare Plastic, Inc.,
a Florida corporation, as Grantor

By: _____
Name: _____
Its: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Karen M. Dahlquist*
Name: Karen M. Dahlquist
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
InnoWare Plastic, Inc.	OCTAVIEW	2,033,478	January 28, 1997
InnoWare Plastic, Inc.	OCTAWAVE	2,203,080	November 10, 1998
InnoWare Plastic, Inc.	ISOBOX	2,211,712	December 15, 1998
InnoWare Plastic, Inc.	MICROSTAR	2,683,923	February 4, 2003
InnoWare Plastic, Inc.	CREATIVE CARRYOUTS	2,601,820	July 30, 2002
InnoWare Plastic, Inc.	LUMISTAR	2,553,529	March 26, 2002
InnoWare Plastic, Inc.	OCTABOWL	2,821,753	March 9, 2004
InnoWare Plastic, Inc.	FINISHING TOUCH	3,024,269	December 6, 2005
InnoWare Plastic, Inc.	MONSTERBOX	3,062,243	February 28, 2006

B. PENDING TRADEMARK APPLICATIONS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Appln. No.</u>	<u>Appln. Date</u>
InnoWare Plastic, Inc.	ECO RETURN TO NATURE	78/940,989	July 31, 2006
InnoWare Plastic, Inc.	ECO	78/941,458	July 31, 2006
InnoWare Plastic, Inc.	EXPRESSIONS	78/919,182	June 28, 2006
InnoWare Plastic, Inc.	EXPRESSIONS (Stylized)	78/919,251	June 28, 2006
InnoWare Plastic, Inc.	SMARTSEAL SOLUTIONS	78/943,529	August 2, 2006
InnoWare Plastic, Inc.	SMARTSEAL SOLUTIONS (Stylized)	78/943,546	August 2, 2006
InnoWare Plastic, Inc.	READY ROLL	78/946,769	August 7, 2006
InnoWare Plastic, Inc.	READY ROLL (Stylized)	78/947,034	August 8, 2006
InnoWare Plastic, Inc.	3-D Design for 3 Compartment Octaview Box	78/957,623	August 22, 2006
InnoWare Plastic, Inc.	3-D Design for Octaview Box	78/957,612	August 22, 2006
InnoWare Plastic, Inc.	INNOWARE	78/963,896	August 30, 2006