

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
Sanlo, Inc.		04/10/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	222 N. LaSalle St.		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78670849	SANLO, INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	215434-00166		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

CH \$40.00 78670849

Date:

04/11/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of April, 2007 by SANLO, INC., a Delaware corporation ("**Grantor**") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantee**");

W I T N E S S E T H

WHEREAS, Grantor and Cortland Holding Company, a Delaware corporation (collectively, "**Borrowers**"), and Grantee are parties to a certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement of even date herewith among Borrowers, certain of Borrowers' affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Grantee and Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SANLO, INC., a Delaware corporation

By: Naresh K. Singh
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division
of Merrill Lynch Business Financial
Services Inc., as Administrative Agent

By: _____
Name: _____
Title: _____

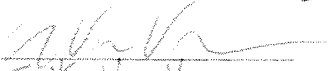
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SANLO, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division
of Merrill Lynch Business Financial
Services Inc., as Administrative Agent

By: 
Name: Erik Van Veen
Title: Assistant Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
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TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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SCHEDULE TO TRADEMARK SECURITY AGREEMENT

Trademarks:

-None

Trademark Licenses:

-None

Trademark Applications:

Mark	Owner	Goods/Services	Registration #	Serial #	Status
SANLO, INC. and DESIGN	Sanlo, Inc.	(Int'l Class: 6)	N/A	78670849	Filed July 14, 2005, Published June 6, 2006

Common Law Trademarks:

-None