

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
Aerosol Specialties, LLC		09/07/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Marquette Business Credit, Inc.		
Street Address:	5910 N. Central Expressway		
Internal Address:	Premier Place, Suite 1780		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Secured Party:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3023049	AEROSOL SPECIALTIES	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	HWRITM@hunton.com		
Correspondent Name:	Edward T. White		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	71531.32		
NAME OF SUBMITTER:	Edward T. White		
Signature:	/Edward T. White/		

CH \$40.00 3023049

Date:

09/19/2007

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of September 7, 2007, by and between Aerosol Specialties, LLC, a Delaware limited liability company ("Pledgor") and Marquette Business Credit, Inc. ("Secured Party") pursuant to that certain Loan and Security Agreement dated as of September 7, 2006 (as amended, restated, or otherwise modified, the "Loan Agreement") between Pledgor and Secured Party (capitalized terms defined by the Loan Agreement wherever used in this Agreement, unless otherwise defined in this Agreement, shall have the meanings specified in the Loan Agreement).

R E C I T A L S:

A. Pursuant to the terms of the Loan Agreement, Pledgor has granted to Secured Party a lien and security interest in all general intangibles of Pledgor, including, without limitation, all of Pledgor's right, title, and interest in, to, and under all now owned and hereafter acquired trademarks (each such trademark, a "Trademark"), together with the goodwill of the business symbolized by Pledgor's Trademarks, and trademark licenses (each such trademark license, a "Trademark License"), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Secured Party a lien on, a collateral assignment of and a continuing security interest in all of Pledgor'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) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present, or future: (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

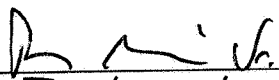
The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

AEROSOL SPECIALTIES, LLC

By: 
Name: Tim Bond Jr.
Title: Chairman

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

AEROSOL SPECIALTIES, LLC

By: _____
Name: _____
Title: _____

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, INC.

By: *E. James Beckemeier*
Name: *E. James Beckemeier*
Title: *Vice President*

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Name</u>	<u>Mark</u>	<u>Registration No.</u>
Aerosol Specialties, LLC	Aerosol Specialties, LLC	Trademark	Trademark Reg. No. 3023049

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

Aerosol Specialties, LLC is the exclusive distributor of certain products sold in the United States and Canada under the trade name "K2r" pursuant to that certain Distribution and Trademark License dated July 31, 2003 among K2r Produkte AG, Sagapha AG and Aerosol Packaging, LLC.