

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ASC Successor Corp.	FORMERLY Aerosol Services Company, Inc.	11/30/2007	CORPORATION: CALIFORNIA
PLI Successor Corp.	FORMERLY Piedmont Laboratories, Inc.	11/30/2007	CORPORATION: GEORGIA
Acupac Packaging, Inc.		11/30/2007	CORPORATION: NEW JERSEY
Kolmar Laboratories, Inc.		11/30/2007	CORPORATION: DELAWARE
PPS Successor Corp.	FORMERLY Precision Packaging and Services, Inc.	11/30/2007	CORPORATION: OHIO
Kolmar Canada Inc.		11/30/2007	CORPORATION: CANADA
I-L Successor Corp.	FORMERLY OSG Ivers-Lee Inc.	11/30/2007	CORPORATION: CANADA
Outsourcing Services Group, LLC		11/30/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GSC Recovery II, L.P.
<b>Street Address:</b>	300 Campus Drive
<b>City:</b>	Florham Park
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07932
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	0684270	AQUALIZER
Registration Number:	1045563	KOLMAR

**CORRESPONDENCE DATA**

Fax Number: (212)806-2560

CH \$65.00 0684270

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

Phone: 212-806-5400  
Email: afisher@stroock.com, tm@stroock.com, lgoldbard@stroock.com  
Correspondent Name: Laura Goldbard George  
Address Line 1: 180 Maiden Lane  
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	244474/018
NAME OF SUBMITTER:	Laura Goldbard George
Signature:	/laura goldbard george/
Date:	12/03/2007

**Total Attachments: 30**

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SECOND AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT

by and among

THE GRANTORS NAMED HEREIN,

as Grantors

and

GSC RECOVERY II, L.P.,

as the Agent

Dated as of November 30, 2007

Table of Contents

<u>Section</u>	<u>Page</u>
PRELIMINARY STATEMENTS.....	1
SECTION 1. Grant of Security.....	2
SECTION 2. Security for Obligations.....	4
SECTION 3. Grantors Remain Liable.....	4
SECTION 4. Representations and Warranties .....	4
SECTION 5. Further Assurances. ....	6
SECTION 6. Transfers and Other Liens .....	8
SECTION 7. The Agent Appointed Attorney-in-Fact .....	9
SECTION 8. The Agent May Perform.....	9
SECTION 9. The Agent's Duties .....	9
SECTION 10. Remedies .....	9
SECTION 11. Indemnity and Expenses.....	10
SECTION 12. Amendments, Waivers, Etc .....	11
SECTION 13. Addresses for Notices.....	11
SECTION 14. Continuing Security Interest; Assignments Under the Loan and Security Agreement .....	11
SECTION 15. Release and Termination .....	11
SECTION 16. Governing Law; Terms.....	12
SECTION 17. Consent to Jurisdiction .....	12
SECTION 18. Waiver of Jury Trial .....	12
SECTION 19. No Novation .....	12

Schedule I - Trademarks, Registrations and Applications

Schedule II - Licenses

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2007, by ASC Successor Corp. (formerly known as Aerosol Services Company, Inc.), a California corporation ("ASC"), PLI Successor Corp. (formerly known as Piedmont Laboratories, Inc.), a Georgia corporation ("PLI"), Acupac Packaging, Inc., a New Jersey corporation ("Acupac"), Kolmar Laboratories, Inc., a Delaware corporation ("Kolmar"), PPS Successor Corp. (formerly known as Precision Packaging and Services, Inc.), an Ohio corporation ("PPS") Kolmar Canada Inc., an Ontario corporation ("Kolmar Canada"), I-L Successor Corp. (formerly known as OSG Ivers-Lee Inc.), an Ontario corporation ("I-L Successor"), and Outsourcing Services Group, LLC, a Delaware limited liability company ("Parent") (each a "Grantor" and, collectively, the "Grantors"), in favor of the lenders signatory to the Loan and Security Agreement referred to below (the "Lenders"), and GSC RECOVERY II, L.P., a Delaware limited partnership, as agent for the Lenders (the "Agent"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings assigned to such terms in the Second Amended and Restated Loan and Security Agreement (as amended, modified, supplemented or restated from time to time, the "Loan and Security Agreement"), dated as of November 30, 2007 (the "Closing Date"), by and among the Grantors, Lenders and Agent (Agent and Lenders, collectively, the "Lender Group"),

#### PRELIMINARY STATEMENTS.

(1) ASC, PLI, Acupac, Kolmar and PPS (collectively, the "Original Borrowers"), Outsourcing Services Group, Inc., a Delaware corporation ("Ultimate Parent"), certain lenders and WELLS FARGO FOOTHILL, INC. (formerly known as Foothill Capital Corporation), a California corporation, as arranger and administrative agent for the Lenders (the "Original Agent") entered into a Loan and Security Agreement dated as of October 30, 2002 (the "Original Closing Date"), as amended as of July 31, 2003, October 30, 2003 and January 1, 2004, and amended and restated as of August 6, 2004 (as amended on March 15, 2005, September 30, 2005, February 24, 2006, June 9, 2006 and April 16, 2007) (the "Original Loan Agreement");

(2) In connection with entering into the Original Loan Agreement, the Trademark Security Agreement was made and entered into as of October 30, 2002 (the "Original Trademark Security Agreement"), by and among the Original Borrowers, Kolmar Canada, OSG Ivers-Lee and Ultimate Parent (collectively, the "Original Guarantors" and together with the Original Borrowers, the "Original Grantors") and the Original Agent;

(3) On August 6, 2004 the Original Trademark Security Agreement was amended and restated pursuant to the Amended and Restated Trademark Security Agreement;

(4) On the Closing Date, the Original Borrowers, Parent and the Lender Group shall enter into the Loan and Security Agreement, which agreement shall amend and restate, but not extinguish, the Original Loan Agreement, and pursuant to which GSC RECOVERY II, L.P., as Agent, will succeed Original Agent;

(5) On the Closing Date, Original Agent and Agent shall enter into an Assignment Agreement pursuant to which Original Agent shall assign to Agent all its right, title and interest in, to and under the Amended and Restated Trademark Security Agreement

including, but not limited to, all its right, title and interest in, to and under the security interests and intellectual property collateral therein (the "Assignment Agreement");

(6) In connection with entering into the Loan and Security Agreement and the Assignment Agreement, the parties hereto desire to amend, restate and modify, but not extinguish, the Amended and Restated Trademark Security Agreement in its entirety as hereinafter set forth.

NOW, THEREFORE, each of the Grantors hereby agrees with the Agent for its benefit and the ratable benefit of the Lender Group as follows:

SECTION 1. Grant of Security.

(a) Each of the Original Grantors that is a Grantor hereunder hereby confirms and ratifies that in connection with the Original Trademark Security Agreement and the Amended and Restated Trademark Security Agreement it pledged and granted to the Original Agent, predecessor in interest to Agent, a continuing security interest in all of its right, title and interest in and to the following, whether then owned or thereafter acquired (collectively, the "Original Grantor Trademark Collateral");

(i) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including each registration and application identified in Schedules I to the Original Trademark Security Agreement and the Amended and Restated Trademark Security Agreement, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Original Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Original Grantor Trademarks"); and

(ii) all license agreements with any other person in connection with any of the Trademarks or such other person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedules II to the Original Trademark Security Agreement and the Amended and Restated Trademark Security Agreement, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Original Loan Agreement) then or

thereafter owned by such Original Grantor and then or thereafter covered by such licenses (collectively, the "Original Grantor Licenses").

(b) Parent hereby confirms and ratifies that in connection with the Amended and Restated Trademark Security Agreement it pledged and granted to the Original Agent, predecessor in interest to Agent, a continuing security interest in all of its right, title and interest in and to the following, whether then owned or thereafter acquired (collectively, the "Original Parent Trademark Collateral"):

(i) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including each registration and application identified in Schedule I to the Amended and Restated Trademark Security Agreement, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Parent accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively, the "Original Parent Trademarks"); and

(ii) all license agreements with any other person in connection with any of the Trademarks or such other person's names or marks, whether Parent is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II to the Amended and Restated Trademark Security Agreement, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Original Loan Agreement) then or thereafter owned by Parent and then or thereafter covered by such licenses (collectively, the "Original Parent Licenses").

(c) Grantors hereby assign and pledge to the Agent for its benefit and the ratable benefit of the Lender Group, and hereby grant to the Agent for its benefit and the ratable benefit of the Lender Group a continuing security interest in all of their right, title and interest in and to the following, whether now owned or hereafter acquired (the "Trademark Collateral"):

(i) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c)

and 1(d) of said Act has been filed), and any renewals thereof, including each registration and application identified in Schedule I attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks"); and

(ii) all license agreements with any other person in connection with any of the Trademarks or such other person's names or marks, whether such Grantor is a licensor or licensee under any such license agreement, including the license agreements listed on Schedule II attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Loan and Security Agreement) now or hereafter owned by such Grantor and now or hereafter covered by such licenses (the "Licenses").

SECTION 2. Security for Obligations. The assignment and pledge of and grant of a security interest in the Trademark Collateral by each Grantor pursuant to this Agreement secures the payment of all Obligations of the Grantors now or hereafter existing under the Loan Documents, if any, whether for principal, interest, fees, expenses or otherwise (all such Obligations being the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and would be owed by any Grantor to the Agent or the Lenders under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Agent or any Lender or Grantor.

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Trademark Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights hereunder shall not release such Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral and (c) neither the Agent nor any Lender shall have any obligation or liability under the contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall the Agent nor any Lender be obligated to perform any of the obligations or duties of such Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants as to itself and its Trademark Collateral as follows:



(a) Such Grantor is the sole, legal and beneficial owner of the entire right, title and interest in and to the trademark registrations and applications for registration set forth in Schedule I hereto as being the property of such Grantor free and clear of any Lien, except for the security interest created by this Agreement and Permitted Liens. No security agreement, effective financing statement or other instrument similar in effect covering all or any part of the Trademark Collateral, that has not been terminated or released, is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the Canadian Intellectual Property Office (“CIPO”)), except such as may have been filed in favor of the Agent relating to this Agreement or any other Loan Document, and such Grantor has not consented to the filing of a financing statement under the Uniform Commercial Code or the Personal Property Security Act (Ontario) (the “PPSA”) or the filing of any document or notice similar in effect, that has not been released or terminated, with the United States Patent and Trademark Office and/or CIPO covering all or any part of the Trademark Collateral other than as contemplated hereby and thereby.

(b) Set forth in Schedule I opposite the name of such Grantor is a complete and accurate list of the material trademarks, trademark registrations and applications for registration owned by such Grantor. Such Grantor has made all necessary filings and recordations to protect and maintain, under the laws of the United States or Canada, as applicable, its interest in the trademark registrations and applications for registration set forth in Schedule I, including, without limitation, all necessary filings and recordings in the United States Patent and Trademark Office and CIPO. Set forth in Schedule II opposite the name of such Grantor is a complete and accurate list of the material written Licenses owned by such Grantor in which such Grantor is (i) a licensor or (ii) a licensee.

(c) Each trademark registration and application for registration of such Grantor set forth in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the best of such Grantor’s knowledge, is valid, registrable and enforceable. Each License of such Grantor identified in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor’s knowledge, is valid and enforceable. Such Grantor has notified the Agent in writing of all uses of any item of Trademark Collateral of which such Grantor is aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Trademark Collateral, other than any such uses that would not cause or result in a Material Adverse Change.

(d) Such Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Trademark Collateral that has not been terminated or released, except where such assignment, sale, transfer or agreement would not cause or result in a Material Adverse Change. Such Grantor has not granted any license (other than those listed on Schedule II hereto), release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Trademark Collateral so as to cause or result in a Material Adverse Change.

(e) No consent of any other person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other

third party in the United States and Canada, as applicable, is required either (A) for the grant by any Grantor of the assignment and security interest granted hereby or for the execution, delivery or performance of this Agreement by any Grantor, (B) for the perfection or maintenance of the pledge, assignment and security interest created hereby (including the first priority nature of such pledge, assignment or security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code and the PPSA and filings with the United States Patent and Trademark Office and CIPO, which financing statements and filings have been duly filed, or (C) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement.

(f) Except for the licenses listed on Schedule II hereto, such Grantor has no knowledge of the existence of any right or any claim that is likely to be made under any item of Trademark Collateral contained on Schedule I.

(g) No claim has been made and is continuing or threatened that the use by such Grantor of any item of Trademark Collateral is invalid or unenforceable or that the use by such Grantor of any Trademark Collateral does or may violate the rights of any person, other than any such claim which would not cause or result in a Material Adverse Change. To the best of such Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Trademark Collateral contained on Schedule I.

(h) Such Grantor uses consistent standards of quality in all material respects in the manufacture, distribution and sale of all products sold and provision of all services provided under or in connection with any item of Trademark Collateral contained on Schedule I and has taken all steps necessary to ensure that all licensed users of any item of Trademark Collateral contained on Schedule I use such consistent standards of quality.

(i) No Grantor has knowledge of the existence of any trademark or license agreement held or claimed by any other person that would preclude such Grantor from distributing, marketing, selling or providing any product or service currently distributed, marketed, sold or provided by it, as the case may be, under or in connection with any of the Trademark Collateral (except, in each case, to the extent that such Grantor has granted an exclusive license to another person), or that would interfere with the ability of such Grantor to carry on its business as currently carried on, and no Grantor has knowledge of any claim that is likely to be made that if upheld would preclude or interfere with the business of such Grantor as currently carried on under any of the Trademark Collateral, other than any such trademark, license agreement or claim that would not cause or result in a Material Adverse Change.

#### SECTION 5. Further Assurances.

(a) Each Grantor shall from time to time, at its expense, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Agent may request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral, except that no such actions shall be required under this Section 5(a) with respect to Trademark Collateral covered by the last sentence of Section 5(e). Without limiting

the generality of the foregoing, each Grantor will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as Agent, in its Permitted Discretion, deems necessary or desirable, or as the Agent may request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby. Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(b) Each Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

(c) Each Grantor agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, or application for trademark or service mark registration, or license, which is not now a part of the Trademark Collateral, (i) the provisions of Section 1 shall automatically apply thereto, (ii) any such trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration or application for trademark or service mark registration, together with the goodwill of the business connected with the use of same and symbolized by same, or license, shall automatically become part of the Trademark Collateral, and (iii) with respect to any ownership interest in any trademark or service mark registration, or application for trademark or service mark registration that such Grantor should obtain, it shall give prompt written notice thereof to the Agent in accordance with Section 13 hereof. Each Grantor authorizes the Agent to modify this Agreement by amending Schedules I and II (and will cooperate reasonably with the Agent in effecting any such amendment) to include any trademark or service mark registration or application for trademark or service mark registration, or License, which becomes part of the Trademark Collateral under this Section.

(d) With respect to each trademark or service mark registration, application for trademark or service mark registration, and License, each Grantor agrees, subject to the last sentence of this subsection, to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office, CIPO or in any court, to (i) maintain each such trademark or service mark registration, application for trademark or service mark registration, and License, and (ii) pursue each such application for trademark or service mark registration, now or hereafter included in the Trademark Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office and CIPO, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, or under any applicable equivalent legislation, and the participation in opposition, cancellation and infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired trademark or service mark registration, application for trademark or service mark registration, or License to which it is now or later becomes entitled subject to the last sentence of this subsection. Any expenses incurred in connection with such activities shall be borne by such Grantor. Such Grantor shall not discontinue use of or otherwise abandon any trademark or service mark, or

abandon any right to file an application for registration thereof, or abandon any pending application for registration or registration of any trademark or service mark, without the written consent of the Agent, unless such Grantor shall have previously determined that such use or the pursuit or maintenance of such application or registration is no longer desirable in the conduct of such Grantor's business and that the loss thereof will not cause or result in a Material Adverse Change, in which case, such Grantor will give notice of any such abandonment to the Agent pursuant to the terms of Section 13 hereof.

(e) Each Grantor agrees to notify the Agent promptly and in writing if it learns (i) (x) that any item of the Trademark Collateral contained on Schedule I may be determined to have become abandoned or dedicated or (y) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office, CIPO or any court) regarding any item of the Trademark Collateral, and (ii) that such event would cause or result in a Material Adverse Change.

(f) In the event that any Grantor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, unless such Grantor shall have previously determined that such use or the pursuit or maintenance thereof is no longer desirable in the conduct of such Grantor's business and that the loss thereof will not cause or result in a Material Adverse Change, such Grantor shall promptly notify the Agent and shall take such actions as such Grantor or the Agent deems appropriate under the circumstances to protect such Trademark Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation, unless any such infringement or misappropriation would not cause or result in a Material Adverse Change. Any expense incurred in connection with such activities shall be borne by such Grantor.

(g) Each Grantor shall to the extent it deems reasonable in its best business judgment use proper statutory notice in connection with its use of each of its federally registered trademarks and service marks contained in Schedule I, and use the notice designation "TM" or "SM", as applicable, in connection with its use of its adopted trademarks and service marks that are not federally registered.

(h) Each Grantor shall take all steps which it or the Agent deems appropriate under the circumstances to preserve and protect its Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with the Trademark Collateral, consistent with the quality and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of said Trademark Collateral use consistent standards of quality.

SECTION 6. Transfers and Other Liens. No Grantor shall, (a) except for Permitted Dispositions, sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any item of the Trademark Collateral that would cause or result in a Material Adverse Change or (b) create or suffer to exist any Lien upon or with respect to any of the Trademark Collateral except for the pledge, assignment, and security interest created by this Agreement or Permitted Liens.

SECTION 7. The Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral,

(b) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above, and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any payments relating to any of the Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

To the extent permitted by law, each Grantor hereby ratifies all that the Agent shall lawfully do or cause to be done as attorney-in-fact for such Grantor. This power of attorney is a power coupled with an interest and is irrevocable.

SECTION 8. The Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement after reasonable notice to such Grantor to the extent practicable, and the expenses of the Agent incurred in connection therewith shall be payable by such Grantor under Section 11.

SECTION 9. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for any moneys actually received by it hereunder, the Agent shall have no duty as to any Trademark Collateral or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Trademark Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark Collateral in its possession if such Trademark Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing and if the Agent has taken or is taking remedial actions in respect of the Collateral that is Inventory or Accounts:

(a) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to it and to the fullest extent permitted by law, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Trademark Collateral) and also may (i) require each Grantor to, and such Grantor

hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents and things embodying the Trademark Collateral as directed by the Agent and make them available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties, (ii) occupy any premises owned or leased by such Grantor where documents and things embodying the Trademark Collateral or any part thereof are assembled for a reasonable period in order to effectuate the Agent's rights and remedies hereunder or under law, without obligation to any Grantor in respect of such occupation, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and such Grantor shall supply to the Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and such Grantor's customer lists and other records and documents relating to such Trademark Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 11) in whole or in part by the Agent for the ratable benefit of the Lenders against, all or any part of the Secured Obligations in accordance with Section 2.4 of the Loan and Security Agreement. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the applicable Grantor or to whomsoever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of each Grantor under or otherwise in respect of the Trademark Collateral.

(d) All payments received by any Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement).

SECTION 11. Indemnity and Expenses. (a) Each Grantor agrees to indemnify the Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except

claims, losses or liabilities resulting from the Agent's gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor will upon demand pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of the rights of the Agent or the Lenders hereunder or (iv) the failure by such Grantor to perform or observe any of the provisions hereof.

SECTION 12. Amendments, Waivers, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent and, in the case of an amendment, by each Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Agent to exercise, and no delay in exercising any right hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier, telegraphic, telex or cable communication), and mailed, telegraphed, telecopied, telexed, cabled or delivered to any Grantor, addressed to it at its address specified in the Loan and Security Agreement or to the Agent, addressed to it at its address specified in the Loan and Security Agreement or, as to any party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section 13. All such notices and other communications shall, when mailed, telecopied, telegraphed, telexed or cabled, respectively, be effective when deposited in the mails, telecopied, delivered to the telegraph company, confirmed by telex answerback, or delivered to the cable company, respectively, addressed as aforesaid.

SECTION 14. Continuing Security Interest; Assignments Under the Loan and Security Agreement. This Agreement shall create a continuing security interest in the Trademark Collateral and shall (a) remain in full force and effect until the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Agent and any Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Loan and Security Agreement, to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to the Agent or such Lender herein or otherwise, in each case as provided in Section 14 of the Loan and Security Agreement.

SECTION 15. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Trademark Collateral in accordance with the terms of the Loan Documents (other than sales of Inventory in the ordinary course of business), the Agent will, at

any Grantor's expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Trademark Collateral from the assignment and security interest granted hereby; provided, however, that (i) at the time of such request and such release and after giving effect thereto no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Agent, at least ten Business Days prior to the date of the proposed release, a written request for release describing the item of the Trademark Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.4 of the Loan and Security Agreement shall be paid to, or in accordance with the instructions of, the Agent at the closing.

(b) Upon the later of the payment in full in cash of all of the Secured Obligations and the effective date of termination or expiration of the Loan and Security Agreement, the pledge, assignment, and security interest granted hereby shall terminate and all rights to the Trademark Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof shall revert to the applicable Grantors. Upon any such termination, the Agent will, at such Grantor's expense, execute and deliver to any Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 16. Governing Law; Terms. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Loan and Security Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

SECTION 17. Consent to Jurisdiction. Each Grantor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of any such court and to service of process in any such suit being made upon each Grantor by mail at the address specified in the Loan and Security Agreement. Each Grantor hereby waives any objection that it may now or hereafter have to venue of any such suit or any such court or that such suit is brought in an inconvenient forum.

SECTION 18. Waiver of Jury Trial. Each Grantor hereby irrevocably waives all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement, the transactions contemplated hereby or the actions of the Agent or any Lender in the negotiation, administration, performance or enforcement hereof.

SECTION 19. No Novation. This Agreement does not extinguish, discharge or release the obligations under the Amended and Restated Trademark Security Agreement or any



security interest in, or lien on, any collateral as security for the obligations of the parties from time to time existing in respect of the Original Loan Agreement, and the parties hereto confirm and agree that such pledge, assignment and/or grant of such security interest or lien is hereby ratified and confirmed in all respects and notwithstanding the effectiveness or consummation of the transactions contemplated hereby, the security interest in the Collateral granted in the Original Loan Agreement is continuing and in full force and effect in favor of the Agent.

[Signature Pages to follow]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**GRANTORS:**

**ACUPAC PACKAGING, INC.**, a New Jersey corporation,  
as Grantor

By: /s/ Robert E. Blanchard  
Title: \_\_\_\_\_

**ASC SUCCESSOR CORP. (formerly known as Aerosol Services Company, Inc.)**, a California corporation, as  
Grantor

By: /s/ Robert E. Blanchard  
Title: \_\_\_\_\_

**KOLMAR CANADA INC.**, an Ontario corporation, as  
Grantor

By: /s/ Frank Gully  
Title: \_\_\_\_\_

**KOLMAR LABORATORIES, INC.**, a Delaware  
corporation, as Grantor

By: /s/ Robert E. Blanchard  
Title: \_\_\_\_\_

**I-L SUCCESSOR CORP. (formerly known as OSG Ivers-Lee Inc.),** an Ontario corporation, as Grantor

By: /s/ Frank Cutler  
Title: \_\_\_\_\_

**OUTSOURCING SERVICES GROUP, LLC,** a Delaware limited liability company, as Grantor

By: /s/ Robert E. Blanchard  
Title: \_\_\_\_\_

**PLI SUCCESSOR CORP. (formerly known as Piedmont Laboratories, Inc.),** a Georgia corporation, as Grantor

By: /s/ Robert E. Blanchard  
Title: \_\_\_\_\_

**PPS SUCCESSOR CORP. (formerly known as Precision Packaging and Services, Inc.),** an Ohio corporation, as Grantor

By: Robert E. Blanchard  
Title: \_\_\_\_\_

Agreed and consented to as of  
the date first above written:  
**GSC RECOVERY II, L.P.**, as Agent

By: GSC Recovery II GP, L.P.,  
its general partner

By: GSC RII, LLC,  
its general partner

By: GSCP (NJ) Holdings, L.P.,  
its managing member

By: GSCP (NJ), Inc.,  
its general partner

By:   
Name: **David L. Goret**  
Title: **Senior Managing Director and Secretary**

Agreed and consented to as of  
the date first above written:

**WELLS FARGO FOOTHILL, INC.**, as Original Agent

By: /s/ \_\_\_\_\_  
Title: VP

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003670 FRAME: 0764**

Agreed and consented to as of  
the date first above written:  
**GSC RECOVERY II, L.P.**, as Agent

By: GSC Recovery II GP, L.P.,  
its general partner

By: GSC RII, LLC,  
its general partner


By: GSCP (NJ) Holdings, L.P.,  
its managing member

By: GSCP (NJ), Inc.,  
its general partner

By: \_\_\_\_\_  
Name:  
Title: Senior Managing Director

Agreed and consented to as of  
the date first above written:

**WELLS FARGO FOOTHILL, INC.**, as Original Agent

By:   
Title: SENIOR VICE PRESIDENT  
Address: One Boston Place, 18th Floor  
Boston, MA 02108

STATE OF NEW JERSEY)

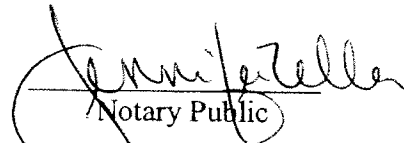
) ss.:

COUNTY OF Bergen)

On the 3<sup>rd</sup> day of Nov., 2007, before me personally came  
Robert E. Blanchard to me known, who, being by me duly sworn, did  
depose and say he resides at

48 Londonderry Drive  
Greenwich, CT 06830 and that  
he is the President & CEO of **ACUPAC PACKAGING, INC.**, the corporation described in  
and which executed the above instrument; that he has been authorized to execute said instrument  
on behalf of said corporation; and that he signed said instrument on behalf of said corporation  
pursuant to said authority.

[Notarial Seal]

  
Notary Public

JENNIFER ZELLER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires May 5, 2010

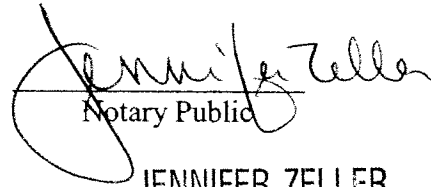
STATE OF NEW JERSEY)

) ss.:

COUNTY OF Bergen)

On the 3<sup>rd</sup> day of Nov., 2007, before me personally came  
Frank Reilly to me known, who, being by me duly sworn, did  
depose and say he resides at  
23 Penrose Lane  
Princeton Junction, NJ 08550 and that he is the  
EvP/CFO + Secretary of **KOLMAR CANADA INC.**, the corporation described in and which  
executed the above instrument; that he has been authorized to execute said instrument on behalf  
of said corporation; and that he signed said instrument on behalf of said corporation pursuant to  
said authority.

[Notarial Seal]

  
Notary Public

JENNIFER ZELLER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires May 5, 2010

STATE OF NEW JERSEY)

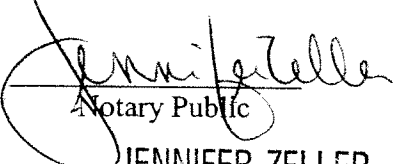
) ss.:

COUNTY OF Bergen)

On the 3<sup>rd</sup> day of Nov., 2007, before me personally came  
Robert E. Blanchard to me known, who, being by me duly sworn, did  
depose and say he resides at

48 Londonderry Drive  
Greenwich, CT 06830 and that he is the  
President + CEO of **KOLMAR LABORATORIES, INC.**, the corporation described in and  
which executed the above instrument; that he has been authorized to execute said instrument on  
behalf of said corporation; and that he signed said instrument on behalf of said corporation  
pursuant to said authority.

[Notarial Seal]

  
Notary Public

JENNIFER ZELLER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires May 5, 2010



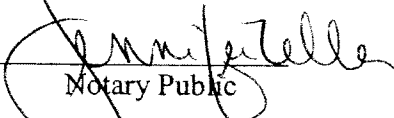
STATE OF NEW JERSEY)

) ss.:  
COUNTY OF Bergen)

On the 30th day of NOV, 2007, before me personally came  
Robert E. Blanchard to me known, who, being by me duly sworn, did  
depose and say he resides at

48 Londonderry Drive  
Greenwich, CT 06830 and that he is the  
President + CEO of **OUTSOURCING SERVICES GROUP, LLC**, the limited liability  
company described in and which executed the above instrument; that he has been authorized to  
execute said instrument on behalf of said limited liability company ; and that he signed said  
instrument on behalf of said limited liability company pursuant to said authority.

[Notarial Seal]

  
Notary Public

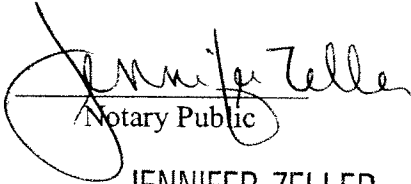
**JENNIFER ZELLER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires May 5, 2010**

STATE OF NEW JERSEY)

) ss.:  
COUNTY OF Bergen)

On the 30th day of Nov., 2007, before me personally came  
Robert E. Blanchard to me known, who, being by me duly sworn, did  
depose and say he resides at  
48 Londonderry Drive  
Greenwich, CT 06830 and that he is the  
President CEO of **ASC SUCCESSOR CORP.**, the corporation described in and which  
executed the above instrument; that he has been authorized to execute said instrument on behalf  
of said limited liability company ; and that he signed said instrument on behalf of said limited  
liability company pursuant to said authority.

[Notarial Seal]

  
Notary Public

JENNIFER ZELLER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires May 5, 2010

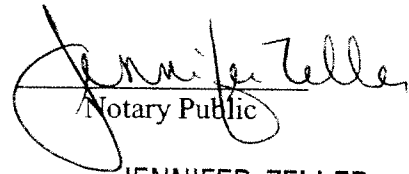
STATE OF NEW JERSEY)

) ss.:

COUNTY OF Bergen)

On the 30th day of Nov., 2007, before me personally came  
Robert E. Blanchard to me known, who, being by me duly sworn, did  
depose and say he resides at  
48 Londonderry Drive  
Greenwich, CT 06830 and that he is the  
President + CEO of **PLI SUCCESSOR CORP.**, the corporation described in and which  
executed the above instrument; that he has been authorized to execute said instrument on behalf  
of said limited liability company ; and that he signed said instrument on behalf of said limited  
liability company pursuant to said authority.

[Notarial Seal]

  
Notary Public

JENNIFER ZELLER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires May 5, 2010

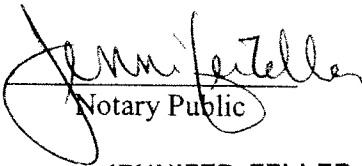
STATE OF NEW JERSEY)

) ss.:  
COUNTY OF Bergen)

On the 30th day of Nov., 2007, before me personally came  
Robert E. Blanchard to me known, who, being by me duly sworn, did  
depose and say he resides at

48 Londonderry Drive  
Greenwich, CT 06830 and that he is the  
President + CEO of **PPS SUCCESSOR CORP.**, the corporation described in and which  
executed the above instrument; that he has been authorized to execute said instrument on behalf  
of said limited liability company ; and that he signed said instrument on behalf of said limited  
liability company pursuant to said authority.

[Notarial Seal]

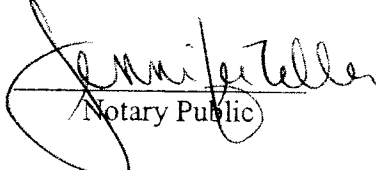
  
Notary Public

JENNIFER ZELLER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires May 5, 2010

STATE OF NEW JERSEY)

) ss.:  
COUNTY OF Bergen )

On the 3<sup>rd</sup> day of Nov., 2007, before me personally came  
Frank Reilly to me known, who, being by me duly sworn, did depose  
and say he resides at 23 Penrose Lane  
Princeton Junction, NJ 08550 and that he is the  
Exp CFO + Secretary of **I-L SUCCESSOR CORP.**, the corporation described in and  
which executed the above instrument; that he has been authorized to execute said instrument on  
behalf of said corporation; and that he has signed said instrument on behalf of said corporation  
pursuant to said authority.

  
Notary Public

[Notarial Seal]

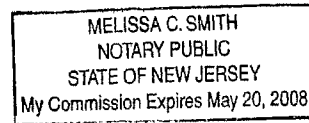
JENNIFER ZELLER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires May 5, 2010

STATE OF New Jersey  
COUNTY OF Morris ) ss.:

On the 29th day of NOV, 2007, before me personally came David L. Goret to me known, who, being by me duly sworn, did depose and say he resides at 29 Sand Spring Rd, New Vernon, NJ 07976 and that he is the authorized signatory of **GSC RECOVERY II, L.P.**, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he has signed said instrument on behalf of said corporation pursuant to said authority.

Melissa C. Smith  
Notary Public

[Notarial Seal]



**SCHEDULE I: TRADEMARKS, REGISTRATIONS AND APPLICATIONS**

Acupac= Acupac Packaging, Inc.  
 Kolmar Canada = Kolmar Canada Inc.

Kolmar Labs = Kolmar Laboratories, Inc.  
 OSG = Outsourcing Services Group, LLC

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>App. or Reg. No.</u>	<u>Reg. Date</u>
Acupac			None.	
Kolmar Canada			None.	
Kolmar Labs	Australia	AQUALIZER	A452,427	09/22/1987
Kolmar Labs	Canada	AQUALIZER	135,059	03/14/1989
Kolmar Labs	France	AQUALIZER	1,380,792	11/21/1986
Kolmar Labs	Germany	AQUALIZER	1,189,767	12/19/1986
Kolmar Labs	Great Britain	AQUALIZER	1,293,464	11/24/1997
Kolmar Labs	Indonesia	AQUALIZER	222,110	04/29/1997
Kolmar Labs	Italy	AQUALIZER	482,233	12/23/1996
Kolmar Labs	Malaysia	AQUALIZER	88-04233	08/22/1988
Kolmar Labs	Switzerland	AQUALIZER	351,722	04/14/1987
Kolmar Labs	Thailand	AQUALIZER	TM54699	12/22/1986
Kolmar Labs	U.S.	AQUALIZER	684,270	12/04/1959
Kolmar Labs	Canada	Kolmar	412,941	05/28/1993
Kolmar Labs	France	Kolmar	92,441,299	11/10/1992
Kolmar Labs	Germany	Kolmar	2,080,270	11/23/1992
Kolmar Labs	Great Britain	Kolmar	2,000,954	11/10/1994
Kolmar Labs	Italy	Kolmar	439,661	04/08/1981
Kolmar Labs	Japan	Kolmar	878,635	11/07/1990
Kolmar Labs	U.S.	Kolmar	1,045,563	08/03/1976
Kolmar Labs	China	Kolmar	4,932,111	10/08/2005
Kolmar Labs	China	Kolmar	4,932,112	10/08/2005
Kolmar Labs	China	Kolmar	4,932,113	10/08/2005
OSG			None.	

## SCHEDULE II: LICENSES

Acupac: None.

Kolmar Canada: None.

Kolmar Labs: 1. License Agreement with Nihon Kolmar allowing them to use the Kolmar name in Japan. No formal agreement exists, agreement based upon an e-mail exchange between Ron Yakupcin (Kolmar Labs) and Yoshi Kanzaki (Nihon Kolmar). Kolmar Labs receives \$10,000 per quarter in licensing fees pursuant to this agreement.

2. License Agreement with S&J International Enterprises to provide Kolmar technology to S&J. Annual royalty payment of \$34,000 (\$40,000 less 15% withholding tax), payable in August of each year.

OSG: None.