

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer of Security Interest Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.	FORMERLY Foothill Capital Corporation	11/30/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GSC Recovery II, L.P.		
Street Address:	300 Campus Drive		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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 2:	Stroock & Stroock & Lavan LLP		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	244472/018		
NAME OF SUBMITTER:	Laura Goldbard George		
Signature:	/laura goldbard george/		

CH \$65.00 0684270

Date:

12/07/2007

Total Attachments: 13

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ASSIGNMENT AGREEMENT

dated as of November 30, 2007

among

WELLS FARGO FOOTHILL, INC.
as Retiring Agent

and

GSC RECOVERY II, L.P.
as Successor Agent

and

Outsourcing Services Group, LLC,
ASC Successor Corp. (formerly known as Aerosol Services Company, Inc.),
PLI Successor Corp. (formerly known as Piedmont Laboratories, Inc.),
Acupac Packaging, Inc.,
Kolmar Laboratories, Inc.,
PPS Successor Corp. (formerly known as Precision Packaging and Services, Inc.),
I-L Successor Corp. (formerly known as OSG Ivers-Lee Inc.)
and
Kolmar Canada Inc.
as Borrowers and Guarantors

and

GSC Recovery II, L.P.,
GSC Recovery IIA, L.P.,
and
Fursa Master Global Event Driven Fund L.P.
as Purchasers

with respect to the

OUTSOURCING SERVICES GROUP, LLC
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT
dated as of August 6, 2004, as amended

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Assignment Agreement") is dated as of November 30, 2007 and is entered into by and among WELLS FARGO FOOTHILL, INC. in its capacity as administrative agent (the "Retiring Agent") under the Existing Credit Agreement referred to below and GSC RECOVERY II, L.P. as successor agent (the "Successor Agent"). Capitalized terms used but not defined herein shall have the meanings given to them in the Existing Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Retiring Agent is party to that certain Amended and Restated Loan and Security Agreement dated as of August 6, 2004 by and among Outsourcing Services Group, LLC ("OSG"), each of its subsidiaries party thereto, the Lenders party thereto, Ableco Finance LLC, as Documentation Agent and Term Loan B Agent, The CIT Group/ Business Credit, Inc., as the Syndication Agent, and Wells Fargo Foothill, Inc. as the Arranger and Administrative Agent, as amended by the First Amendment to Amended and Restated Loan and Security Agreement dated as of March 15, 2005, Second Amendment to Amended and Restated Loan and Security Agreement dated as of September 30, 2005, Third Amendment to Amended and Restated Loan and Security Agreement dated as of February 24, 2006, Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of June 9, 2006 and Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of April 16, 2007 (the "Fifth Amendment"), and as so amended by the First through Fifth Amendments, the "Existing Credit Agreement";

WHEREAS, Retiring Agent is a party to an Amended and Restated Patent Security Agreement, an Amended and Restated Trademark Security Agreement, and an Amended and Restated Copyright Security Agreement, each dated as of August 6, 2004 (the "Amended and Restated IP Security Agreements"), by and among Retiring Agent and the Grantors as defined therein, pursuant to which the Retiring Agent has been granted a security interest (collectively the "IP Security Interests") in certain intellectual property collateral (the "IP Collateral") by the Grantors, said Amended and Restated Patent Security Agreement and Amended and Restated Trademark Security Agreement having been recorded with the U.S. Patent & Trademark Office at reel and frame numbers 013645/0423 and 2648/0849, respectively;

WHEREAS, Wells Fargo Foothill, Inc. in its capacity as the Term Loan C Lender (the "Term Loan C Lender"), the Retiring Agent and GSC RECOVERY II, L.P. ("GSC II"), GSC RECOVERY IIA, L.P. ("GSC IIA") and FURSA MASTER GLOBAL EVENT DRIVEN FUND L.P. ("Fursa"), and together with GSC II and GSC IIA, the "Purchasers", and each, a "Purchaser" are party to that certain Purchase and Participation Agreement (the "Purchase and Participation Agreement") dated as of April 16, 2007;

WHEREAS, the Term Loan C Lender and each Purchaser have entered into an Assignment and Acceptance Agreement as of April 16, 2007 (collectively, the

“Assignment and Acceptance Agreements”, and individually, an “Assignment and Acceptance Agreement”);

WHEREAS, the Term Loan C Lender and the Purchasers have agreed, that under certain terms and conditions, the Purchasers would purchase the Term Loan C Lender’s interest in the rights, benefits, indemnities and obligations afforded to them and all Obligations of the Borrowers in respect of the Term Loan C owed to them, including without limitation, all principal and interest in respect thereof, the Term Loan C Fee, all PIK Interest, and the PIK Margin Notes;

WHEREAS, OSG is planning to enter into a new credit agreement with The CIT Group/Business Credit, Inc. as administrative agent (the “New Credit Agreement”), the proceeds of which will be used to repay in full all Advances, the Term Loan A and the Term Loan B under the Existing Credit Agreement;

WHEREAS, when the Revolver Commitments under the Existing Credit Agreement have been terminated and the Advances, the Term Loan A and the Term Loan B under the Credit Agreement have been paid in full and/or cash collateralized (such event, the “Payoff Event”), the Purchasers will purchase the Term Loan C Lender’s rights with respect to the Term Loan C, in accordance with the Assignment and Acceptance Agreements; and

WHEREAS, upon the Payoff Event, the Existing Credit Agreement will be amended and restated to reflect, among other things, the foregoing purchase and the elimination of the Revolver Commitments, the Term Loan A and the Term Loan B (such agreement, the “Restated Credit Agreement”).

WHEREAS, upon the Payoff Event, Retiring Agent desires to assign the Amended and Restated IP Security Agreements to Successor Agent and to assign all right, title, and interest in, to and under the IP Security Interests and IP Collateral to Successor Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Effective as of the time of the Payoff Event, in accordance with Section 10 of the Purchase and Participation Agreement and Section 16.9 of the Existing Credit Agreement, the Retiring Agent hereby resigns as Agent and each of the Retiring Agent and Purchasers hereby waives any notice requirements pursuant to Section 16.9 of the Existing Credit Agreement or otherwise in connection with such resignation. Effective as of the time of the Payoff Event, the Purchasers hereby appoint GSC Recovery II, L.P. as Successor Agent for the Lenders under the Existing Credit Agreement and the Restated Credit Agreement, and GSC Recovery II, L.P. hereby accepts such appointment as the Successor Agent.
2. Effective at the time of the Payoff Event, in accordance with Sections 14 of each of the Amended and Restated Patent Security Agreement, the Amended and Restated

Trademark Security Agreement, and the Amended and Restated Copyright Security Agreement, Retiring Agent hereby irrevocably sells, assigns and transfers all of Retiring Agent's right, title and interest in, to and under, and delegates the performance of, the Amended and Restated IP Security Agreements, to Successor Agent, and Successor Agent hereby assumes all of Retiring Agent's right, title and interest in, to and under, and to the delegation of the performance of, the Amended and Restated IP Security Agreements including, but not limited to, the IP Security Interests and IP Collateral granted pursuant to the Amended and Restated IP Security Agreements. The parties hereto hereby waive any notice or consent requirements pursuant to the Existing Credit Agreement or otherwise in connection with the foregoing and this Assignment Agreement.

3. Retiring Agent hereby represents and warrants that its right, title and interest in, to and under the Amended and Restated IP Security Agreements including, but not limited to, its right, title and interest in, to and under the IP Security Interests and IP Collateral is free and clear of any lien, security interest or encumbrance whatsoever.

4. Retiring Agent does hereby represent and warrant to Successor Agent that Retiring Agent has not and shall not execute any writing or do any act whatsoever conflicting with this Assignment Agreement and the rights granted herein.

5. In furtherance of the foregoing, at the expense of the Borrower, the Retiring Agent will promptly execute and deliver to GSC Recovery II, L.P, in its capacity as Successor Agent, and the Borrower (or their legal counsel) any such lien assignments, amendments or terminations (including UCC-3s), mortgage assignments, amendments or satisfactions, assignments, amendments or discharges of security interests and other similar assignment, discharge or release documents as are reasonably requested by GSC Recovery II, L.P or the Borrower and take such other actions or execute such other writings necessary or desirable to (x) assign or release, as of record, the security interests and all notices of security interests and liens previously filed by the Retiring Agent with respect to the Existing Credit Agreement and any documents related thereto or (y) otherwise effect the purposes of this Assignment Agreement.

6. Effective as of the time of the Payoff Event, Successor Agent shall have all the rights, powers, and duties of the Retiring Agent and the term "Agent" under the Existing Credit Agreement, the Restated Credit Agreement and all other Loan Documents shall mean the Successor Agent, and Retiring Agent's appointment, powers and duties as Agent shall be terminated.

7. All reasonable, out-of-pocket fees and expenses (including attorneys' fees) of Retiring Agent incurred in connection with this Assignment Agreement, including, without limitation, any required filing of record of any instrument effecting or giving notice of the assignment evidenced hereby shall be at the expense of and are for the account of the Borrowers, payable upon demand therefor by Retiring Agent.

8. Each Loan Party hereby confirms and agrees that the provisions of Sections 10, 11.3, 16.7 and 16.12 of the Existing Credit Agreement as they pertain to Retiring Agent, as Collateral Agent shall survive its resignation as the Agent (as defined in the Existing Credit Agreement) and that any obligations of the Borrowers under such Sections shall continue to constitute "Obligations" under the Existing Credit Agreement and any amendments and restatements thereof.

9. Retiring Agent shall not be responsible in any manner whatsoever for the correctness of any recitals, statements, representations or warranties contained in the Existing Credit Agreement or in the other Loan Documents, other than any recitals, statements, representations or warranties pertaining to itself. Retiring Agent makes no representation or warranty whatsoever as to the value or condition of the Collateral, or as to the title of any of the grantors thereto, or as to the security afforded by the collateral documents or this Assignment Agreement, or as to the validity, execution, enforceability, legality or sufficiency of any collateral document or Collateral, or of the Indebtedness and other obligations secured thereby, or the validity, perfection or priority of any Lien in the Collateral, and Retiring Agent shall incur no liability or responsibility whatsoever in respect of any such matters. Except to the extent set forth herein or permitted hereby, Retiring Agent has not granted any rights or interest in the Collateral or the security interest in the Collateral.

10. Each of the Loan Parties for themselves and on behalf of their respective officers, directors, employees, and their respective successors and assigns, do hereby forever (i) release, discharge and acquit Retiring Agent and its parent, subsidiary and affiliate corporations, officers, directors, shareholders, employees, attorneys, agents and servants, and their respective predecessors, successors and assigns (collectively, the "Existing Agent Parties"), of and from any and all claims, demands, obligations, liabilities, indebtedness, responsibilities, disputes, breaches of contract, breaches of duty or any relationship, acts, omissions, cause or causes of action (whether at law or in equity), debts, sums of money, accounts, compensations, contracts, controversies, promises, damages, costs, rights of offset, losses and expenses, of every type, kind, nature, description or character (collectively, "Losses"), whensoever arising out of any actions or omissions of Retiring Agent, and irrespective of how, why, or by reason of what facts, whether heretofore or now existing, held or alleged, or which could, might or may be claimed to exist, of whatever kind or nature, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, matured or unmatured, fixed or contingent (collectively, the "Existing Agent Claims"), against the Existing Agent Parties, or any of them, each as though fully set forth herein at length which in any way arise out of, are connected with or relate to the Existing Credit Agreement or to the loans and other financial accommodations made pursuant to and evidenced by the Existing Credit Agreement or other Loan Documents (including, without limitation, the collateral documents) or to any and all guaranties of the Indebtedness and/or any and all collateral security for the Obligations, as well as any action or inaction of any Existing Agent Party with respect to the Existing Credit Agreement or to the loans and other financial accommodations made pursuant to and evidenced by the Existing Credit Agreement or the other Loan Documents (including, without limitation, the collateral documents), or to

any and all guaranties of the Indebtedness and/or any and all collateral security for the Indebtedness, but, in each case, excluding any claim arising as a result of a breach of this Agreement or the Assignment and Acceptance by the Existing Agent, or as a result of arising out of the gross negligence or willful misconduct of any Existing Agent Party, and (ii) agree not to bring any action in any judicial, administrative or other proceeding against the Existing Agent Parties, or any of them, alleging any such Existing Agent Claim or against any other Person alleging any other claim otherwise arising in connection with any such Existing Agent Claim. The Loan Parties expressly waive the right to assert or attempt to assert against Retiring Agent any Existing Agent Claim that they may have had against any Existing Agent Party that is released herein. As to each and every claim released hereunder, each Loan Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of any rule or law which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Each Loan Party waives, as to each and every claim released hereunder, the benefit of each other similar provision of applicable federal or state law (including, without limitation, the laws of the State of New York), if any, pertaining to general releases after having been advised by their legal counsel with respect thereto.

11. All notices, requests, demands and other communications under this Assignment Agreement shall be in writing and shall be deemed duly given if and when (i) delivered by hand and receipted for by the party addressed, (ii) mailed by certified or registered mail with postage prepaid and return receipt requested, properly addressed, on the date of such notice being postmarked or (iii) given by confirmed telex or facsimile transmission. Notices shall be directed to the address shown in the Existing Credit Agreement, the relevant Assignment and Acceptance Agreement, or as subsequently modified by written notice.

12. This Assignment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

13. THE PARTIES EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED ARISING OUT OF THIS ASSIGNMENT AGREEMENT OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THEM. The parties hereto agree that the State and Federal courts which sit in the State of New York and the County of New York shall have exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Assignment Agreement or to any matter arising therefrom. The parties

each expressly submit and consent in advance to such jurisdiction in any action or proceeding commenced in such courts, provided that such consent shall not be deemed to be a waiver of personal service of the summons and complaint, or other process or papers issued therein. The choice of forum set forth in this Section shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action under this Assignment Agreement to enforce the same in any appropriate jurisdiction. The parties each waive any objection based upon forum non conveniens and any objection to venue of any action instituted hereunder.

14. Nothing in this Assignment Agreement shall confer any rights or liabilities upon any person or entity that is not a party to this Assignment Agreement, except as expressly provided hereunder.

15. This Assignment Agreement, together with the Existing Credit Agreement and the other applicable ancillary agreements, is intended by the parties to and does constitute the entire agreement of the parties with respect to the matters contemplated by this Assignment Agreement. This Assignment Agreement supersedes any and all prior understandings, written or oral, between the parties regarding the matters set forth in this Assignment Agreement.


16. The headings contained in this Assignment Agreement are intended solely for convenience and shall not affect the rights of the parties to this Assignment Agreement.

17. This Assignment Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Assignment Agreement. Delivery of an executed counterpart of this Assignment Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Assignment Agreement. Any party delivering an executed counterpart of this Assignment Agreement by telefacsimile also shall deliver an original executed counterpart of this Assignment Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Assignment Agreement.

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Agreed:

WELLS FARGO FOOTHILL, INC., as
Retiring Agent

By: 
Name: MARC E. SWARTZ
Title: SENIOR VICE PRESIDENT

GSC Recovery II, L.P., as Successor 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 sole member

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

By: _____
Name:
Title:

[Signature Page to Agency Assignment]

Agreed:

WELLS FARGO FOOTHILL, INC., as
Retiring Agent

By: _____
Name:
Title:

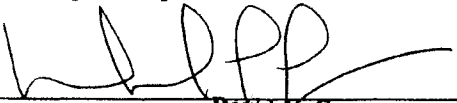
GSC Recovery II, L.P., as Successor Agent

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

By: GSC RII, LLC
its general partner

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

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

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

[Signature Page to Agency Assignment]

Purchasers:

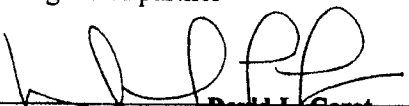
GSC Recovery II, L.P.

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

By: GSC RII, LLC
its general partner

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

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

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

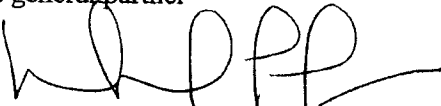
GSC Recovery IIA, L.P.

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

By: GSC RIIA, LLC
its general partner

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

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

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

FURSA MASTER GLOBAL EVENT DRIVEN
FUND L.P., as Term Loan Lender

By: Fursa Company Ltd., its general partner

By: _____
Name:
Title:

[Signature Page to Agency Assignment]

Purchasers:

GSC Recovery II, L.P.

- By: GSC Recovery II GP, L.P.,
its general partner
- By: GSC RII, LLC
its general partner
- By: GSCP (NJ) Holdings, L.P.,
its sole member
- By: GSCP (NJ), Inc.,
its general partner

By: _____
Name:
Title:

GSC Recovery IIA, L.P.

- By: GSC Recovery IIA GP, L.P.,
its general partner
- By: GSC RIIA, LLC
its general partner
- By: GSCP (NJ) Holdings, L.P.,
its sole member
- By: GSCP (NJ), Inc.,
its general partner

By: _____
Name:
Title:

FURSA MASTER GLOBAL EVENT DRIVEN FUND L.P.

By: Fursa Company Ltd., its general partner

By: *Patrick C. Brennan*
Name:

Patrick C. Brennan
Chief Administrative Officer

[Signature Page to Agency Assignment]

Acknowledged and Agreed:

OUTSOURCING SERVICES GROUP, LLC

By: Robert E Blanchard
Name:
Title:

ASC SUCCESSOR CORP.

By: Robert E Blanchard
Name:
Title:

PLI SUCCESSOR CORP.

By: Robert E Blanchard
Name:
Title:

ACUPAC PACKAGING, INC.


By: Robert E Blanchard
Name:
Title:

KOLMAR LABORATORIES, INC.

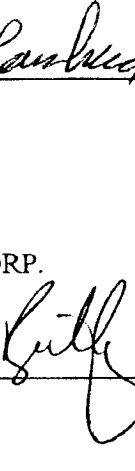
By: Robert E Blanchard
Name:
Title:

[Signature Page to Agency Assignment]


PPS SUCCESSOR CORP.

By: 
Name:
Title:

I-L SUCCESSOR CORP.

By: 
Name:
Title:

KOLMAR CANADA INC.

By: 
Name:
Title:

[Signature Page to Agency Assignment]