

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
NOSCO, Inc.		12/28/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., individually and as administrative agent and collateral agent for Banks		
Street Address:	10 S. Dearborn Street, Floor 34		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2003		
Entity Type:	National banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2351116	BOXSERT	
Serial Number:	77260782	DISTRACT	
Serial Number:	77260769	KEY.IN	
Registration Number:	0830772	NOSCO	
Registration Number:	0836491	NOSCO	
Registration Number:	3182534	RX QUALITY LIFESTYLE	
CORRESPONDENCE DATA			
Fax Number:	(312)578-6666		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/263-3600		
Email:	maureen.drews@hklaw.com		
Correspondent Name:	C. Grant McCorkhill		
Address Line 1:	131 S. Dearborn Street, 30th Floor		
Address Line 2:	Holland & Knight LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$165.00 2351116

ATTORNEY DOCKET NUMBER:	88499-23 MADREWS
NAME OF SUBMITTER:	C. Grant McCorkhill
Signature:	/C. Grant McCorkhill/
Date:	03/26/2008

Total Attachments: 9

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**SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY**

WHEREAS, NOSCO, Inc., an Illinois corporation, with offices at 2199 Delany Road, Gurnee IL 60031 (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to the trademarks and service marks listed on the annexed Schedule 1-A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, Grantor holds all right, title and interest in and to, the letter patents, design patents and utility patents listed on the annexed Schedule 1-B, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents"); and

WHEREAS, Grantor, together with its parent Holden Industries, Inc., a Delaware corporation ("Parent") and certain other subsidiaries of Parent, has entered into a Loan and Security Agreement, dated as of December 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with various lending institutions (such lending institutions, together with their respective successors and assigns, are collectively referred to as the "Banks" and individually as a "Bank"), and JPMorgan Chase Bank, N.A., a national banking association, with offices at 10 South Dearborn Street, Floor 34, Chicago IL 60603-2003, individual as a Bank and as administrative agent and as collateral agent for the Banks (in such capacity, together with any successors and assigns, the "Grantee"); and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee for the benefit of the Agent and the Banks a continuing security interest in all right, title and interest of the Grantor in, to and under the (a) Trademarks, and the applications and registrations thereof, and (b) under the Patents and the applications and registrations thereof, and all proceeds thereof and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Liabilities (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Grantee, for the benefit of the Agent and the Banks (as such terms are defined in the Loan Agreement), a continuing security interest in the IP Collateral to secure the prompt payment, performance and observance of the Liabilities.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its officer thereunto duly authorized.

Effective as of December 28, 2007

NOSCO, INC.
an Illinois corporation

By: Joseph S. Haas
Name: Joseph S. Haas
Title: V.P.

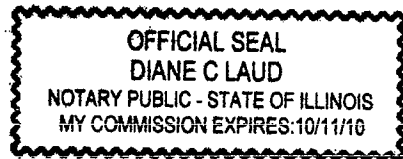
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STATE OF Illinois

COUNTY OF Lake

On this 8th day of February 2008, before me personally came Joseph S. Haas
_____, to me known to be the person who executed the foregoing instrument, and
who, being duly sworn by me, did depose and say that ~~she~~ is the V.P. of
NOSCO, Inc., and that ~~she~~ executed the foregoing instrument in the name of NOSCO, Inc., and
that ~~she~~ had authority to sign the same, and ~~she~~ acknowledged to me that he executed the same
as the act and deed of said firm for the uses and purposes therein mentioned.

(Seal)



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Diane C. Laud
Signature of Notary Public

SCHEDULE 1- A
TRADEMARKS

See schedule that follows.

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Attachment 5172

NOSCO GROUP - Intellectual Property Listing - Trademarks, Tradenames, Servicemarks, Copyrights, Including Pending Applications
(As of 10-12-07)

Owner	Description	IP Type:	IP Status:	Country	PTO App #	Filed Date	Registration #	Reg. Date	Exp / Renewal Date
NOSCO, Inc.	BOXSERT	TRADEMARK	Registered	U.S.	75/540,817	8/14/1997	2,351,116	5/23/2000	5/23/2010
NOSCO, Inc.	Complete Packaging/Individual Solutions	SERVICEMARK	In Review	U.S.					
NOSCO, Inc.	DISTRACT	TRADEMARK	Filed	U.S.	77/260782	8/21/2007			
NOSCO, Inc.	KEY.IN (Mark)	TRADEMARK	Filed	U.S.	77/260769	8/21/2007			
NOSCO, Inc.	NOSCO On_Demand Solutions	SERVICEMARK	In Review	U.S.					
NOSCO, Inc.	NOSCO RFID Package Integration	SERVICEMARK	In Review	U.S.					
NOSCO, Inc.	NOSCO SecureShift	SERVICEMARK	In Review	U.S.					
NOSCO, Inc.	NOSCO Security Protection	SERVICEMARK	Filed	U.S.					

TRADEMARK

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NOSCO GROUP - Intellectual Property Listing - Trademarks, Tradenames, Servicemarks, Copyrights, Including Pending Applications
 (As of 10-12-07)

Owner	Description	IP Type	IP Status	Country	PTO App #	Filed Date	Registration #	Reg. Date	Exp / Renewal Date
NOSCO, Inc.	NOSCO Solutions Engineering	SERVICEMARK	In Review	U.S.					
NOSCO, Inc.	NOSCO Trademark	TRADEMARK	Registered	U.S.	228,928	9/29/1965	830,772	6/20/1967	6/20/2007
NOSCO, Inc.	NOSCO Trademark	TRADEMARK	Registered	U.S.	228,859	9/29/1966	836,491	10/10/1987	10/10/2007
NOSCO, Inc.	RX Quality Lifestyle	TRADEMARK	Registered	U.S.	78/485,237	9/17/2004	3,182,534	12/12/2006	

SCHEDULE 1-B
PATENTS

See schedule that follows.

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NOSCO GROUP - Intellectual Property Listing - Patents, Including Pending Applications
(As of 11-9-07)

GROUP/ Owner	Description	IP Status:	Country	PTO App #	Filed Date	Registration #	Reg. Date	Exp / Renewal Date
NOSCO, Inc.	BOXSERT - Folding Carton with Attachment & Cover - Continuation Patent of Appl. 08/613,191	Granted	U.S.	09/167,083	10/6/1998	6,003,903	12/21/1999	
NOSCO, Inc.	BOXSERT - Folding Carton with Attachment & Cover - Continuation-in-Part	Granted	U.S.	09/467,469	12/20/1999	6,435,561B1	8/20/2002	
NOSCO, Inc.	BOXSERT - Folding Carton with Attachment & Cover (Original Patent)	Granted	U.S.	08/613,191	3/8/1996	5,820,165	10/13/1999	
NOSCO, Inc.	Child Resistant Senior Friendly Packaging System (covers special label aspect of system)	In Review	U.S.					
NOSCO, Inc.	Integrated Multi-Level Tamper Detection System	Filed	U.S.	Need				
NOSCO, Inc.	Product Package Having a Distraction Pattern - Provisional Patent (relates to CRSF packaging - focusing on pattern as a whole)	Filed	U.S.	60/949,500	7/12/2007			
NOSCO, Inc.	Product Packaging System w/Lock Release Provisional Application (Unit Dose Packaging System with Access Card Lock Release)	Filed	U.S.	60/736,732	11/15/2005			See also Non-Provisional App.
NOSCO, Inc.	Product Packaging System w/Lock Release International Application	Granted	International	PCT/US2006/044407	11/15/2006			See also US Non-Provisional

TRADEMARK

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NOSCO GROUP - Intellectual Property Listing - Patents, Including Pending Applications
 (As of 11-9-07)

GROUP/ Owner	Description	IP Status	Country	PTO App #	Filed Date	Registration #	Reg. Date	Exp / Renewal Date
NOSCO, Inc.	Product Packaging System w/Lock Release Non-Provisional Application (Unit Dose Packaging System with Access Card Lock Release)	Filed	U.S.	11/504,305	8/14/2006			
NOSCO, Inc.	Thin Plate Pre-registered Steel Score Counter and Method of Making the Same	Filed	U.S.	10/114,132	4/2/2002			