

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
Holliston LLC		12/22/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Agarista Funding LLC		
Street Address:	c/o Versa Capital Management, Inc.		
Internal Address:	Cira Center, 2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104-2868		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77456672	KINGSTON	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215)981-4547		
Email:	leonardm@pepperlaw.com		
Correspondent Name:	Michael J. Leonard, Esq.		
Address Line 1:	Pepper Hamilton LLP, 18th & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	135095.00002 HOLLISTON		
NAME OF SUBMITTER:	Michael J. Leonard, Esq.		
Signature:	/michael leonard/		

OP \$40.00 77456672

Date:

01/14/2009

Total Attachments: 3

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (as amended, modified, supplemented or restated from time to time, the "Subordination Agreement"), dated August 17, 2007 among Holliston LLC, a Delaware limited liability company (the "Grantor"), Agarista Funding LLC, a Delaware limited liability company, as Agent for the Subordinated Creditors (as defined in the Subordination Agreement), and National City Business Credit, Inc., an Ohio corporation (together with its permitted successors and assigns, the "Senior Creditor"), to the indebtedness (including interest) owed by the Grantor pursuant to that certain Credit and Security Agreement, dated August 17, 2007, by and among the Grantor, the other Borrowers party thereto, the Guarantors party thereto, the Senior Creditor and National City Bank, a national banking association, as issuer of letters of credit (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), and related agreements, instruments and documents, as such Credit Agreement and related agreements, instruments and documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement and related agreements, instruments and documents, in each case to the extent permitted by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

NOTICE OF SECURITY INTEREST
U.S. TRADEMARK

WHEREAS, Holliston LLC, a Delaware limited liability company (the "Grantor"), owns the trademark listed on the annexed Schedule A, which trademark is registered, to the extent indicated, in the United States Trademark Office (the "Trademark");

WHEREAS, pursuant to that certain Note Purchase and Security Agreement (as amended, modified, supplemented or restated from time to time, the "Purchase Agreement"), dated August 17, 2007, by and among the Grantor, the Purchasers (as defined in the Purchase Agreement"), the Grantor is obligated to the Purchasers, and the Grantor has entered into that certain Patent, Trademark and Copyright Security Agreement, dated August 17, 2007 (as amended, modified, supplemented or restated from time to time, the "Security Agreement") in favor of Agarista Funding LLC, as purchaser agent ("Purchaser Agent") for the Purchasers ; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Purchaser Agent, a mortgage on, pledge of and security interest in all right, title and interest of the Grantor in and to the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Purchase Agreement).

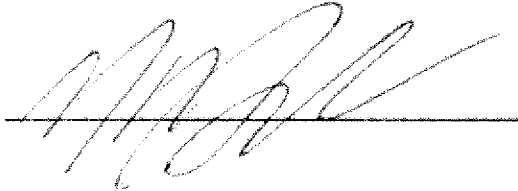
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby grant to the Purchaser Agent a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchaser agent with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The address for the Purchaser Agent is c/o Versa Capital Management, Inc., Cira Center, 2929 Arch Street, Philadelphia, PA 19104-2868.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Interest to be duly executed on the 22nd day of December, 2008.

WITNESS:



A handwritten signature in black ink, appearing to be initials or a stylized name, written over a horizontal line.

GRANTOR:

Holliston LLC,
a Delaware limited liability company

By: 
Bernard Brown
Chief Financial Officer and Vice President

SCHEDULE A

REGISTERED TRADEMARK

US Trademark

TRADEMARK	SERIAL NO./ REG. NO.	FILING DATE/ REG. DATE
KINGSTON	77/456672	4/24/08