

O:RHONDA J. BIRDWELL -- PHR&D COMPANY:285 PEACHTREE CENTER AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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|---------------------------|--|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VYP Finance Corporation | | 12/30/2008 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 300 Galleria Parkway | | |
| Internal Address: | Suite 800 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30339 | | |
| Entity Type: | national banking association: USA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77540609 | VITRO AMERICA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)522-8409 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404-420-5527 | | |
| Email: | rbirdwell@phrd.com | | |
| Correspondent Name: | Rhonda J. Birdwell - PHR&D | | |
| Address Line 1: | 285 Peachtree Center Avenue | | |
| Address Line 2: | 1500 Marquis Two Tower | | |
| Address Line 4: | Atlanta, GEORGIA 30303 | | |
| ATTORNEY DOCKET NUMBER: | 2689-7 VITRO | | |
| NAME OF SUBMITTER: | Bobbi Acord | | |
| Signature: | /ba/ | | |

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Date:

02/20/2009

Total Attachments: 6

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into this 30th day of December, 2008, by and between VVP FINANCE CORPORATION, a Delaware corporation ("Company"), and BANK OF AMERICA, N.A., a national banking association (together with its successors and assigns, "Lender").

Recitals:

Reference is made to that certain Trademark Security Agreement between Company and Lender dated June 27, 2003 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Company, certain of Company's affiliates and Lender have entered into, or plan to enter into, that certain Consent and Eleventh Amendment to Amended and Restated Loan and Security Agreement dated on or about the date hereof (the "Consent and Amendment"). In connection with the Consent and Amendment, Company provided to Lender a revised Schedule 6.12 to that certain Amended and Restated Loan and Security Agreement dated as of June 27, 2003 (as at any time amended, restated, supplemented, or otherwise modified, the "Loan Agreement"), which revealed additional trademarks and trademark applications of Company not included as "Trademarks" in the Trademark Security Agreement.

To induce Lender to enter into the Consent and Amendment, Company has agreed to supplement Exhibit A of the Trademark Security Agreement to include the new trademarks and trademark applications within the definition of "Trademarks" under the Trademark Security Agreement. Subject to the terms and on the conditions contained herein, Borrower and Lender hereby agree to enter into this Amendment to supplement Exhibit A to the Trademark Security Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.
2. **Amendment to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by adding the trademarks and trademark applications contained on Schedule I to this Amendment to Exhibit A of the Trademark Security Agreement.
3. **Grant of Security Interest.** To secure the prompt payment and performance of the Obligations, Company hereby pledges, assigns, grants and re-grants to Lender a continuing security interest in and Lien upon the Trademark Collateral, including, without limitation, the trademarks and trademark applications listed on Schedule I to this Amendment.

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4. **Reaffirmation by Company.** Company hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by Company in the Trademark Security Agreement. Additionally, Company hereby represents and warrants to Lender that Exhibit A to the Trademark Security Agreement, as amended hereby, contains a complete and accurate list of the Trademarks owned by Company as of the date hereof, and that all such Trademarks described in Exhibit A to the Trademark Security Agreement shall constitute Trademark Collateral under the Trademark Security Agreement securing the Obligations. Company further represents and warrants to Lender that it has the full authority to enter into this Amendment and to grant the security interest and Lien provided for in the Trademark Security Agreement.

5. **Reference to Trademark Security Agreement.** Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Trademark Security Agreement, as amended by this Amendment.

6. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia, without giving effect to any conflict of law principles thereof (but giving effect to federal laws relating to national banks).

7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

9. **Counterparts; Telecopied Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or electronic mail transmission shall be deemed to be an original signature hereto.

10. **Further Assurances.** Company agrees to take such further actions as Lender shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

11. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

12. **Release of Claims.** Company acknowledges and agrees that it has no knowledge or awareness of any actual or potential claim or cause of action against Lender relating to any actions or events occurring on or before the date hereof, and hereby waives and releases any right to assert same.

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13. Waiver of Jury Trial. To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

[Remainder of page intentionally left blank; signatures begin on following page]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

VVP FINANCE CORPORATION

By: 
Arturo Carrillo, Vice President

[SEAL]

Accepted in Atlanta, Georgia:

LENDER:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

VVP FINANCE CORPORATION

By: _____
Arturo Carrillo, Vice President

[SEAL]

Accepted in Atlanta, Georgia:

LENDER:

BANK OF AMERICA, N.A.

By: Sherry Lail
Name: Sherry Lail
Title: SVP

First Amendment to Trademark Security Agreement