

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Interest - Revolving	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old World Industries, Inc.		04/15/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	230 W. Monroe Street, Suite 2900		
Internal Address:	Attention: Dan Lange		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2672536	CHAMPION RAIN OFF	
Registration Number:	2757153	TELLIGENCE TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(213)612-2499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-629-2020		
Email:	lpartmann@orrick.com		
Correspondent Name:	Ramon Galvan		
Address Line 1:	777 South Figueroa Street, Suite 3200		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5855		
ATTORNEY DOCKET NUMBER:	1696-406/1640		
NAME OF SUBMITTER:	Ramon Galvan		

CH \$65.00 2672536

Signature:	/Ramon Galvan/
Date:	04/15/2009
Total Attachments: 5 source=Grant Security Interest - Revolving#page1.tif source=Grant Security Interest - Revolving#page2.tif source=Grant Security Interest - Revolving#page3.tif source=Grant Security Interest - Revolving#page4.tif source=Grant Security Interest - Revolving#page5.tif	

GRANT OF SECURITY INTEREST

(TRADEMARKS)

(Revolving IP Security Agreement)

THIS GRANT OF SECURITY INTEREST, dated as of April 15, 2009, is executed by OLD WORLD INDUSTRIES, INC., an Illinois corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the administrative agent (in such capacity, the "Revolving Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below as lenders of Revolving Loans (collectively, the "Revolving Lenders").

A. Pursuant to that certain Credit Agreement, dated as of September 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Old World Industries, Inc., an Illinois corporation ("Old World"), Old World Industries I, Ltd., a Texas limited partnership, Ventum Commodity Trading, LLC, an Illinois limited liability company ("VCT"), Zonker Brothers Packaging, L.P., a Texas limited partnership ("Zonker Brothers" and together with Old World, Old World Ltd., VCT, each a "Borrower" and collectively, the "Borrowers"), the Revolving Lenders, the Term Lenders, the Term Administrative Agent and the Revolving Administrative Agent, the Revolving Lenders, *inter alia*, have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Revolving Loan Intellectual Property Security Agreement dated as of September 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving IP Security Agreement") in favor of the Revolving Administrative Agent (for the ratable benefit of the Revolving Administrative Agent and the Revolving Lenders).

D. Pursuant to the Revolving IP Security Agreement, the Grantor has granted to the Revolving Administrative Agent (for the ratable benefit of the Revolving Administrative Agent and the Revolving Lenders) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Revolving Obligations, as defined in the Revolving IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Revolving Administrative Agent a

security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Revolving Obligations.

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

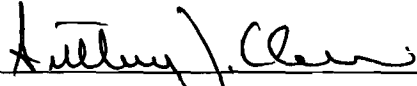
The Revolving Administrative Agent's address is:

Wells Fargo Bank, National Association
230 W. Monroe Street, Suite 2900
Chicago, IL 60606
Attention: Dan Lange
Tel. No. (312) 762-9019
Fax No. (312) 795-9388

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

OLD WORLD INDUSTRIES, INC.,
an Illinois corporation

By: 
Name: Anthony J. Clesceri
Title: Chief Financial Officer

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On 4-15-09, before me, DENICE T. BANJAC, NOTARY PUBLIC
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared ANTHONY J. CLESERI
Name of Signer(s)

personally known to me – OR – approved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Denice T. Banjac
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Individual
 Corporate Officer
Chief Financial Officer
Title(s)

Grant of Security Interest
Title or Type of Document

Partner(s) Limited
 General

Four
Number of Pages

Attorney-In-Fact
 Trustee(s)
 Guardian/Conservator
 Other: _____

April 15, 2009
Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)
Old World Industries, Inc.

[Signature]
Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

TRADEMARK	SERIAL #	REG #
CHAMPION RAIN OFF	75/770,946	2,672,536
TELLIGENCE TECHNOLOGIES	76/345,770	2,757,153

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.