

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

CH \$65.00 2672536

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

## **GRANT OF SECURITY INTEREST**

(TRADEMARKS)  
(Term 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 "Term 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 Term Loans (collectively, the "Term 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 Term Lenders, the Revolving Lenders, the Revolving Administrative Agent and the Term Administrative Agent, the Term 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 Term Loan Intellectual Property Security Agreement dated as of September 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Term IP Security Agreement") in favor of the Term Administrative Agent (for the ratable benefit of the Term Administrative Agent and the Term Lenders).

D. Pursuant to the Term IP Security Agreement, the Grantor has granted to the Term Administrative Agent (for the ratable benefit of the Term Administrative Agent and the Term 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 Term Obligations, as defined in the Term IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Term Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Term Obligations.

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

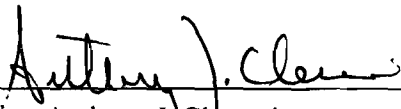
The Term Administrative Agent's address is:

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 )

COUNTY OF COOK )

ss.

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. CLESCERI  
Name of Signer(s)

personally known to me – OR –  proved 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)**

- Individual
- Corporate Officer

Chief Financial Officer  
Title(s)

- Partner(s)
  - Limited
  - General

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

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

**DESCRIPTION OF ATTACHED DOCUMENT**

Grant of Security Interest  
Title or Type of Document

Four  
Number of Pages

April 15, 2009  
Date of Document

[Signature]  
Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>TRADEMARK</b>	<b>SERIAL #</b>	<b>REG #</b>
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.