

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dispoz-o Products, LLC		04/30/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Steel City Capital Funding LLC, as collateral agent
Street Address:	1600 Market Steet
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	77388632	DISPOZ-O
Serial Number:	77454703	GREEN2 TECHNOLOGY
Serial Number:	77405055	ENVIROPLATE
Serial Number:	77386302	CREATED BY SCIENCE DEGRADED BY NATURE
Serial Number:	77385849	ENVIROWARE
Registration Number:	2741258	COMBO PAK
Registration Number:	2672065	ENVIROFOAM
Registration Number:	2669007	ENVIROFOAM
Registration Number:	3058494	

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-756-2215

CH \$240.00 77388632

Email: john.garces@srz.com  
Correspondent Name: John Garces, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0730
NAME OF SUBMITTER:	John Garces, Esq. (014951/0730)
Signature:	/kc for jg/
Date:	05/01/2009

**Total Attachments: 3**

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## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Dispoz-o Products, LLC, a Delaware limited liability company (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 attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated \_\_\_\_\_, 2009 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Steel City Capital Funding LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, and the applications and registrations 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 "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral 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 herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of \_\_\_\_\_, 2009.

DISPOZ-O PRODUCTS, LLC

By: Wayne Kowarek  
Name:  
Title:

STATE OF NY  
COUNTY OF NY ss.:

On this 29<sup>th</sup> day of April, 2009, before me personally came Wayne Kowarek to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that s/he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

NOTARY SEAL  
Charmaine H Perdon  
CHARMAINE H PERDON  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01PE6196888  
QUALIFIED IN NEW YORK COUNTY  
COMMISSION EXPIRES 11/24/20 12

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications:

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Dispoz-o Products, LLC (as successor by merger with Dispoz-o Products, Inc.)	USA	DISPOZ-O	77388632	2/5/2008	
	USA	GREEN2 TECHNOLOG Y	77454703	4/22/2008	
	USA	ENVIROPLAT E	77405055	2/25/2008	
	USA	CREATED BY SCIENCE DEGRADED BY NATURE	77386302	2/1/2008	
	USA	ENVIROWAR E	77385849	1/31/2008	
	USA	COMBO PAK	2741258	3/21/2002	7/29/2003
	USA	ENVIROFOA M	2672065	3/21/2002	1/7/2003
	USA	ENVIROFOA M & Design	2669007	3/21/2002	3/31/2002
	USA	DOTTED ARC DESIGN	3058494	9/10/2004	11/22/2005