

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
Wilkinson Industries, Inc.		04/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2257204	CATERLUXE
Registration Number:	1334359	CATERSERVE
Registration Number:	1523042	DISPLAYCAKE
Registration Number:	2785995	DISPLAYPIE
Registration Number:	3484299	FRESH PERFORMANCE
Registration Number:	3484298	FRESHSERVE
Registration Number:	3484300	HERBSHELL
Registration Number:	2878745	NATURESPLASTIC
Registration Number:	3484341	PARTIPAK
Registration Number:	1769342	PERFORMANCEPAK
Registration Number:	3583311	QUIKPAK
Registration Number:	3583310	SEESHELL
Registration Number:	2586359	SMART WRAP
Registration Number:	1523541	VERSAPAK

CH \$465.00 2257204

Serial Number:	77642086	WILKINSON
Serial Number:	77642090	W
Serial Number:	77642093	MICROPAK
Serial Number:	77642098	CONCEPT TO CONTAINER

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2215
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: 4
source=Trademark Grant of Security Interest for Wilkinson Industries, Inc#page1.tif
source=Trademark Grant of Security Interest for Wilkinson Industries, Inc#page2.tif
source=Trademark Grant of Security Interest for Wilkinson Industries, Inc#page3.tif
source=Trademark Grant of Security Interest for Wilkinson Industries, Inc#page4.tif

GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, Wilkinson Industries, Inc., a Delaware corporation (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.

WILKINSON INDUSTRIES, INC.

By: Wayne Kocourik
Name:
Title:

STATE OF NY
COUNTY OF NY ss.:

On this 29th day of April, 2009, before me personally came Wayne Kocourik 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>
Wilkinson Industries, Inc.	USA	CaterLuxe	2257204	6-4-98	6-29-99
	Canada				
	USA	CaterServe	1334359	6-4-98	6-29-99
	USA	DisplayCake	1523042	7-7-88	1-31-89
	Canada				
	USA	DisplayPie	2785995	11-18-02	11-25-03
	Canada				
	USA	Fresh Performance	3484299	1-8-08	8-12-08
	Canada				
	USA	FreshServe	3484298	1-8-08	8-12-08
	Canada				
	USA	Herbshell	3484300	1-8-08	8-12-08
	Canada				
	USA	NaturesPLAstic	2878745	6-20-03	8-31-04
	Canada				
	USA	PartiPak	3484341	1-9-08	8-12-08
	Canada				
	USA	PerFormancePak	1769342	7-24-91	5-4-93
	Canada				
	USA	QuikPak	3583311	7-29-08	3-3-09
Canada					
USA	SeeShell	3583310	7-29-08	3-3-09	
Canada					
USA	SmartWrap	2586359	8-3-00	6-25-02	
USA	VersaPak	1523541	7-7-88	2-7-89	
Canada					
USA	WILKINSON -	77642086	12-31-08		
Canada	WORDS only	(Serial Number)			
USA	WILKINSON Mark	77642090	12-31-08		
Canada	only	(Serial Number)			



USA Canada	NaturesPLAstic mark only		2878745	6-20-03	8-31-04
USA Canada	MicroPak		77642093 (Serial Number)	12-31-08	
USA Canada	EcoServe		Unregistered		
USA Canada	Concept to Container		77642098 (Serial Number)	12-31-08	