

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveyance type (re-record) previously recorded on Reel 001678 Frame 0225. Assignor(s) hereby confirms the Security Interest.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kolmar Laboratories, Inc.		01/08/1998	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BT Commercial Corporatio, as agent		
Street Address:	300 South Grand Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0684270	AQUALIZER	
CORRESPONDENCE DATA			
Fax Number:	(414)271-5770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4142717590		
Email:	melissag@andruslaw.com		
Correspondent Name:	Melissa Guzman		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	211-00056		
NAME OF SUBMITTER:	Thomas M. Wozny		
Signature:	/Thomas M. Wozny/		

CH \$40.00 0684270

Date:

09/01/2009

Total Attachments: 9

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FORM PTO-1618A
Expires 09/30/98
OMB 0651-0027

01-28-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100614525

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

RECEIVED
JAN 12 1998

1-12-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Koimar Laboratories, Inc.

01 08 1998

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name BT Commercial Corporation, as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 300 South Grand Avenue

Address (line 2) _____

Address (line 3) Los Angeles

California, U.S.A.

90071

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

01/27/1998 TTON11 00000264 604270
01 RC:481 40.00 DP
02 RC:482 50.00 DP

Public burden reporting for this collection of information is estimated to average approximately 20 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20221 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1678 FRAME: 0225

TRADEMARK
REEL: 004055 FRAME: 0242

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Laura Lopez
Name of Person Signing

[Signature]
Signature

01/09/98
Date Signed

ASSIGNMENT OF TRADEMARKS
(Borrower Security Agreement)

WHEREAS, Outsourcing Services Group, Inc., a Delaware corporation ("OSG"), Aerosol Services Company, Inc., a California corporation ("ASC"), Piedmont Laboratories, Inc., a Georgia corporation ("PLI"), any Subsidiary of OSG that becomes a Borrower thereunder in accordance with the Credit Agreement, the financial institutions and their successors and assigns from time to time party thereto (collectively, the "Lenders"), BT Commercial Corporation, as agent for the Lenders and the Issuing Bank (the "Agent"), having an office at 300 South Grand Avenue, Los Angeles, California 90071, and Heller Financial, Inc., as co-agent, are entering into that certain Credit Agreement dated as of January 8, 1998 (as the same may be amended, supplemented, restated or otherwise modified from time to time (the "Credit Agreement"));

WHEREAS, pursuant to the terms of the Borrower Security Agreement dated as of January 8, 1998 (as said Agreement may be amended, supplemented or otherwise modified from time to time, the "Borrower Security Agreement": capitalized terms used and not otherwise defined have the meanings assigned to such terms in the Borrower Security Agreement), among ASC, PLI and any Subsidiary of OSG that becomes a Borrower under the Credit Documents in accordance with Section 8.20 of the Credit Agreement, (each a "Grantor" and collectively the "Grantors") and the Agent (in such capacity, "Grantee"), each Grantor has assigned and granted to Grantee for Grantee's benefit and the ratable benefit of the Lenders and the Issuing Bank a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by such Grantor's trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations; and

WHEREAS, each Grantor owns the trademarks, trademark registrations and trademark applications, and is a party to the trademark licenses, listed for each Grantor on Schedule 1 annexed hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant and assign to Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all registered and unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, slogans and other source or business identifiers, and the goodwill and general intangibles associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or

any political subdivision thereof, or otherwise, including, without limitation, those set forth on Schedule 1, and (b) all renewals thereof;


(2) any and all agreements, and licenses, written or oral, providing for the grant by or to such Grantor of any right to use any trademark, including, without limitation, those set forth for such Grantor on Schedule 1 and all of the goodwill of the business of such Grantor connected with the use of, and symbolized by such agreements and licenses; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license, in each case as Schedule 1 pertains to such Grantor.

This assignment and grant of security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Borrower Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Borrower Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Assignment of
Trademark to be duly executed as of January 8, 1998.

KOLMAR LABORATORIES, INC.

By: 
Name: Joseph W. Sortais
Title: Chief Financial Officer

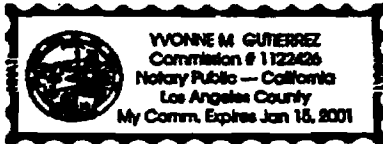
TRADEMARK
REEL: 1678 FRAME: 0229

TRADEMARK
REEL: 004055 FRAME: 0246

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On January 9, 1998, before me, Yvonne M. Gutierrez, Notary Public, personally appeared Joseph Sortais, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Yvonne M. Gutierrez
Signature of Notary

Assignment of Trademarks(Kolmar)

TRADEMARK
REEL: 1678 FRAME: 0230

TRADEMARK
REEL: 004055 FRAME: 0247

SCHEDULE I

TO TRADEMARK ASSIGNMENT FOR BORROWERS
(KOLMAR LABORATORIES, INC.)

TRADE NAMES, TRADEMARKS, SERVICE MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

Trademarks owned by Kolmar Laboratories, Inc.:

Mark	Application (A) Registration (R) or Series No. (S)	Registration or Filing Date
Aqualizer	R A452,427	9/22/86
Aqualizer	R 135,059	3/14/89
Aqualizer	R 1,380,792	3/25/97
Aqualizer	R 1,293,464	11/24/97
Aqualizer	R 222,110	7/28/97
Aqualizer	R 482,233	12/23/96
Aqualizer	R 1,099,899	9/18/94
Aqualizer	R 1,099,900	9/18/94
Aqualizer	R 1,685,759	5/29/94
Aqualizer	R 1,712,769	9/26/94
Aqualizer	R 59,548	6/7/89
Aqualizer	R 88/04233	8/22/88
Aqualizer	R 80,145	12/2/86
Aqualizer	R 351,722	4/14/87

OC -95892.2

TRADEMARK
REEL: 1678 FRAME: 0231

TRADEMARK
REEL: 004055 FRAME: 0248

Mark	Application (A) Registration (R) or Series No. (S)	Registration or Filing Date
Aqualizer	R 164,208	6/2/92
Aqualizer	R 168,209	6/2/92
Aqualizer	R 168,385	6/2/92
Aqualizer	R 168,386	6/2/92
Aqualizer	R 168,460	6/2/92
Aqualizer	R 168,461	6/2/92
Aqualizer	R 110,654	12/22/96
Aqualizer*	R 684,270	12/4/79
Aquaessentials*	R 1823475	2/22/94
Kolmar	applied for	[No date]
Kolmar	R 63,898	4/7/94
Kolmar	R 439,661	4/8/81
Kolmar	R 878,635	11/26/90
Kolmar*	R 1,045,563	8/3/96

Note: The trademarks designated with "*" are registered in the United States. All others are registered in foreign countries, including: Argentina, Australia, Canada, Costa Rica, France, Great Britain, Indonesia, Italy, Japan, Korea, Malaysia, New Zealand, Singapore, Switzerland, Taiwan, Portugal, Egypt, Mexico, Thailand, Venezuela, and South Africa.

TRADE NAME, TRADEMARK AND SERVICE MARK LICENSES

<u>Mark</u>	<u>Application (A) Registration (R) or Series No. (S)</u>	<u>Registration or Filing Date</u>
	None	

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TRADEMARK
REEL: 1678 FRAME: 0232

TRADEMARK
REEL: 004055 FRAME: 0249

[REDACTED]

UNREGISTERED INTELLECTUAL PROPERTY

1. "Kolmar," "Kolmar Labs" and "Imperial Cosmetics" are trade names by which Kolmar Laboratories, Inc. is known in the industry.
2. All rights held by Kolmar Laboratories, Inc. arising out of a licensing agreement between Kolmar of Canada Limited and Kolmar Laboratories, Inc., dated January 1, 1975, as amended by the Amending Agreement dated December 4, 1997.

TRADE NAME, TRADEMARK AND SERVICE MARK LICENSES

<u>Mark</u>	<u>Application (A) Registration (R) or Series No. (S)</u>	<u>Registration or Filing Date</u>
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None

UNREGISTERED INTELLECTUAL PROPERTY

1. "Kolmar," "Kolmar Labs" and "Imperial Cosmetics" are trade names by which Kolmar Laboratories, Inc. is known in the industry.

OC-95892.2

RECORDED: 01/12/1998

TRADEMARK
REEL: 1678 FRAME: 0233

RECORDED: 09/01/2009

TRADEMARK
REEL: 004055 FRAME: 0250