

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Katena Products, Inc.		09/30/2009	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GCI Capital Markets LLC, as Administrative Agent		
<b>Street Address:</b>	551 Madison Avenue, 6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1235667	KATENA	
Registration Number:	1640919	K-SPONGE	
Registration Number:	1559683	K-BLADE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.010		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$90.00 1235667

**900144249**

**TRADEMARK  
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Signature:	/sharon patterson/
Date:	09/30/2009
Total Attachments: 5 source=Katena TM#page1.tif source=Katena TM#page2.tif source=Katena TM#page3.tif source=Katena TM#page4.tif source=Katena TM#page5.tif	

## CONFIRMATORY GRANT OF TRADEMARK SECURITY INTEREST

CONFIRMATORY GRANT OF TRADEMARK SECURITY INTEREST ("Confirmatory Grant"), dated as of September 30, 2009, by and between KATENA PRODUCTS, INC., a New Jersey corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain lenders ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and GCI Capital Markets LLC, as revolver agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of for the benefit of the Lenders and certain other persons, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for Agents and the ratable benefit of Lenders, this Confirmatory Grant.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Confirmatory Grant are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies and agreements of Administrative Agent with respect to the security interest in the Trademarks and related

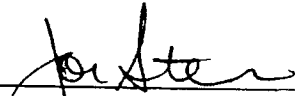
Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Confirmatory Grant shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Grantor has caused this Confirmatory Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

KATENA PRODUCTS, INC.

By:   
Name: Jonathan Stern  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

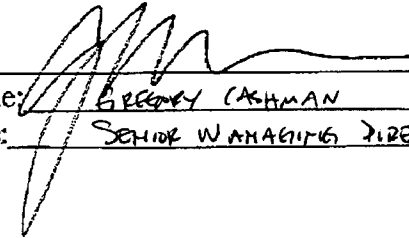
IN WITNESS WHEREOF, Grantor has caused this Confirmatory Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

KATENA PRODUCTS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: GREGORY CASHMAN  
Title: SENIOR MANAGING DIRECTOR

Schedule A

Registered Trademarks

Mark	Country	Owner	Serial No.
"Katena"	USA	Katena Products, Inc.	1235667
"K-Sponge"	USA	Katena Products, Inc.	1640919
"K-Blade"	USA	Katena Products, Inc.	1,559,683