

12-17-2009

Form PTO-1594 (Rev. 12-08)
OMB Collection 0951-0027 (exp. 01/31/200)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



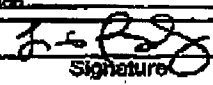
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To the Director of the U. S. Patent and T.

or the new address(es) below.

12-3-09

1. Name of conveying party(ies): C&M Film Pack, Inc. 4162 Georgia Boulevard San Bernardino, CA 92407 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: CA <input type="checkbox"/> Other Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: PNC Bank National Association, as agent Internal Address: Commercial Loan Service center/OC Street Address: 500 First Avenue City: Pittsburgh State: PA Country: USA Zip: 15219 <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other: NA Citizenship PA Assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance / Execution Date(s) : Execution Date(s) 11/13/2009 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ See Schedule 1 Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Corporation Service Company Internal Address: Suite 210 Street Address: 1180 Avenue of the Americas City: New York State: NY Zip: 10026 Phone Number: 212-292-5600 Fax Number: 212-292-5656 Email Address: ORDERS@CS.COM		6. Total number of applications and registrations involved: 17 7. Total fee (37 CFR 2.8(b)(8) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
8. Payment Information: Deposit Account Number _____ Authorized User Name _____		9. Signature:  Signature _____ Date 12/03/2009 Luis Rodriguez Name of Person Signing _____ Total number of pages including cover sheet, attachments, and document: 11	

Documents to be recorded (including cover sheet) should be filed in (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22315-1480

SCHEDULE I

TRADEMARK REGISTRATIONS

C&M FINE PACK	77828,206	N/A	9/16/09	N/A	Company
C&M FINE PACK, INC. & Design	N/A	N/A	N/A	N/A	Company
C&M GREEN	77828,257	N/A	9/16/09	N/A	Company
THE TOTAL PACKAGE	77824,307	N/A	9/16/09	N/A	Company
GALACTIC SALOON	N/A	N/A	N/A	N/A	Company
FAMILY FORUM	N/A	N/A	N/A	N/A	Company
PERIMETER SEAL	N/A	N/A	N/A	N/A	Company
INTERNATIONAL COLLECTION	77828,210	N/A	9/16/09	N/A	Company
TRADEWINDS	77824,298	N/A	9/10/09	N/A	Company
BLACK PEARL	77824,303	N/A	9/10/09	N/A	Company
JETLINE	77828,214	N/A	9/16/09	N/A	Company
FORUM	77824,306	N/A	9/10/09	N/A	Company
MARBELLA	77824,296	N/A	9/10/09	N/A	Company
SEA SHELL	77828,215	N/A	9/16/09	N/A	Company
SUPER STARS	77828,216	N/A	9/16/09	N/A	Company
SAVVY	77824,299	N/A	9/10/09	N/A	Company
NEW WAVE	77824,301	N/A	9/10/09	N/A	Company
C-GREEN	77824,304	N/A	9/10/09	N/A	Company
PERIMETER SEAL	77828,218	N/A	9/16/09	N/A	Company
POWER SEAL	77828,219	N/A	N/A	N/A	Company
WET SEAL	N/A	N/A	N/A	N/A	Company
PERFORMANCE	N/A	N/A	N/A	N/A	Company

SCHEDULE B - I

074658.0129530345101v.2

PACKAGING								
MICROFINE	771828-258	N/A	9/16/09	N/A	N/A	N/A	N/A	Company
C&M	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Company

SCHEDULE - 1

074638.0129600345101v.2

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 13th day of November, 2009 by C&M FINE PACK, INC., a California corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor, as borrower (also referred to as "Borrower"), has entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders,

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark registration, trademark application, patent registration and patent application listed on Schedule 1 annexed hereto (such trademark registration and trademark applications, the "Trademarks" and such patent registrations and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

074658.01296/3034\$101v.2

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademark registrations, trademark applications, patent registrations and patent applications owned or registered to Grantor as of the date of this Agreement.

4. Termination of Security Interest. The security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated.

[signatures to appear on following page]




IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

C&M FINE PACK, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: DAVID KATZ
Title: SVP

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

C&M FINE PACK, INC.

By: Wayne Kocourek
Name: Wayne Kocourek
Title: Chairman

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

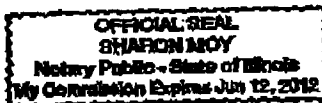
UNITED STATES OF AMERICA :
STATE OF ~~ILLINOIS~~ : SS
COUNTY OF ~~COOK~~ :

On this ___ of November, 2009, before me personally appeared Wayne Kocourek, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of C&M Fine Pack, Inc., a California corporation, that she signed the Agreement thereto pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of each company; and she desires the same to be recorded as such.

Sharon Moy

Notary Public

My Commission Expires: 6/12/2012



(ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT)

This Power of Attorney shall be irrevocable until payment and satisfaction in full of all the Obligations and termination of the Loan Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

C&M FINE PACK, INC.

By: *Walter Kozmick*
Name: Walter Kozmick
Title: Chairman

COMPANY ACKNOWLEDGMENT

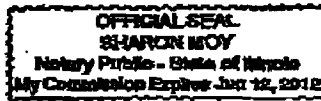
UNITED STATES OF AMERICA :
STATE OF ILLINOIS : SS
COUNTY OF COOK :

On this ___ of ___, 2009, before me personally appeared Walter Kozlowski, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of C&M Fine Pack, Inc., a California corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Sharon Moy

Notary Public

My Commission Expires: 6/12/2012



(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT)

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

12/03/2009
 900149031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C&M Fina Pack, Inc.		11/13/2009	CORPORATION; CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: Pennsylvania

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77828206	O&M FINE PACK
Serial Number:	77828257	O&M GREEN
Serial Number:	77824307	THE TOTAL PACKAGE
Serial Number:	77828210	INTERNATIONAL COLLECTION
Serial Number:	77824298	TRADEWINDS
Serial Number:	77824303	BLACK PEARL
Serial Number:	77828214	JETFINE
Serial Number:	77824306	FORUM
Serial Number:	77824296	MARBELLA
Serial Number:	77828215	SEA SHELL
Serial Number:	77828216	SUPERSTARS
Serial Number:	77824299	SAVVY
Serial Number:	77824301	NEW WAVE

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Serial Number:	77824304	C-GREEN
Serial Number:	77828218	PERIMETER SEAL
Serial Number:	77828219	POWER SEAL
Serial Number:	77828258	MICROFINE

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpeterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1080 Vermont Avenue NW, Suite 430
 Address Line 2: Attn: Jean Paterson
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	205466
NAME OF SUBMITTER:	Jean Paterson
Signature:	/sep/
Date:	12/03/2009

Total Attachments: 11

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