

Form PTO-1594 (Rev. 12-08)  
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

C&M Fine Pack, Inc.  
4162 Georgia Boulevard  
San Bernardino, CA 92407

- Individual(s)
- General Partnership
- Corporation- State: CA
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) 11/13/2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: PNC Bank National Association, as agent

Internal

Address: Commercial Loan Service center/DCC

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: USA Zip: 15219

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other NA Citizenship PA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**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?  Yes  No

**C. Identification of 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: 10020

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER@205446

**6. Total number of applications and registrations involved:**

17

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number

Authorized User Name

**9. Signature:**

Signature

12/03/2009

Date

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 to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22315-1450

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

Trademark	Serial Number	Registration Number	Registration Date	Company
C&M FINE PACK	77/828,206	N/A	9/16/09	Company
C&M FINE PACK, INC. & Design	N/A	N/A	N/A	Company
C&M GREEN	77/828,257	N/A	9/16/09	Company
THE TOTAL PACKAGE	77/824,307	N/A	9/10/09	Company
GALACTIC SALOON	N/A	N/A	N/A	Company
FAMILY FORUM	N/A	N/A	N/A	Company
PERIMETER SEAL	N/A	N/A	N/A	Company
INTERNATIONAL COLLECTION	77/828,210	N/A	9/16/09	Company
TRADEWINDS	77/824,298	N/A	9/10/09	Company
BLACK PEARL	77/824,303	N/A	9/10/09	Company
JETLINE	77/828,214	N/A	9/16/09	Company
FORUM	77/824,306	N/A	9/10/09	Company
MARBELLA	77/824,296	N/A	9/10/09	Company
SEA SHELL	77/828,215	N/A	9/16/09	Company
SUPER STARS	77/828,216	N/A	9/16/09	Company
SAVVY	77/824,299	N/A	9/10/09	Company
NEW WAVE	77/824,301	N/A	9/10/09	Company
C-GREEN	77/824,304	N/A	9/10/09	Company
PERIMETER SEAL	77/828,218	N/A	9/16/09	Company
POWER SEAL	77/828,219	N/A	N/A	Company
WET SEAL	N/A	N/A	N/A	Company
PERFORMANCE	N/A	N/A	N/A	Company

**SCHEDULE -1**

074658.01286/30345101v.2

PACKAGING							
MICROFINE	77/828,258	N/A	9/16/09	N/A	Company		
C&M	N/A	N/A	N/A	N/A	Company		

SCHEDULE - 1

074658.01256/30343101v.2

## 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 Fine 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	C&M FINE PACK	
Serial Number:	77828257	C&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: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 2: Attn: Jean Paterson  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 205468

NAME OF SUBMITTER: Jean Paterson

Signature: /jep/

Date: 12/03/2009

## Total Attachments: 11

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**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.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 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 GARD  
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 Kocumek  
Name: Wayne Kocumek  
Title: Chairman

Agreed and Accepted  
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

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

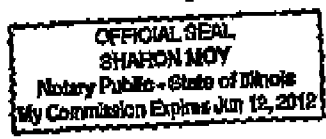
[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**COMPANY ACKNOWLEDGMENT**

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

On this \_\_\_ of November, 2009, before me personally appeared Wayne Kocarek, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of C&M Fine Park, Inc., a California corporation, that she signed the Agreement therein pursuant to the authority vested in him/her by law, that the within Agreement is the voluntary act of such 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)**

## POWER OF ATTORNEY

C&M FINE PACK, INC. ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, as borrower, dated as of November \_\_, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of November 13, 2009 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark or patent, in each case subject to the terms of the Trademark and Patent Security Agreement and the Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement and the Loan 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: *Wayne Kocoursek*  
Name: Wayne Kocoursek  
Title: Chairman

**COMPANY ACKNOWLEDGMENT**

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

On this \_\_\_ of \_\_\_, 2009, before me personally appeared Wayne Kozlowski, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of C&M Fine Pack, Inc., a California corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/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)**