\$190.00 2029260

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriEnda, LLC		I12/30/2009 I	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	222 South Riverside Plaza, Suite 3000
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	an Ohio banking corporation: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2029260	EVER-LOK
Registration Number:	1932297	T TRIENDA
Registration Number:	1964552	T TRIENDA
Registration Number:	1926678	TRIENDA
Registration Number:	1967292	TRIENDA
Registration Number:	1433917	BIG PAK
Registration Number:	1954902	DC

CORRESPONDENCE DATA

Fax Number: (312)863-7865

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.

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Address Line 2: Ste. 3300 Address Line 4: Chicago, ILLIN	IOIS 60603
ATTORNEY DOCKET NUMBER:	5591.019
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/31/2009
Total Attachments: 11 source=TriEnda Trademark Security Agreer	ment#page2.tif ment#page3.tif ment#page4.tif ment#page5.tif ment#page6.tif ment#page7.tif ment#page8.tif ment#page8.tif ment#page8.tif ment#page8.tif ment#page10.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of December, 2009, by TRIENDA, LLC, a Wisconsin limited liability company ("Grantor") in favor of FIFTH THIRD BANK, an Ohio banking corporation, as agent (in such capacity, "Agent") for the Lenders (as defined below):

WITNESSETH

WHEREAS, Grantor, Agent and the other lenders ("Lenders") from time to time party thereto have entered into a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for itself and the ratable 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 or arising: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks"), 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. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right,

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title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

- a) each Trademark listed on <u>Schedule 1</u> annexed hereto, 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
- b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.
- 3. <u>Warranties and Representations</u>. Grantor warrants and represents to Agent and Lenders that:
- a) except as otherwise disclosed in the Loan Agreement, Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;
- b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and
- c) Grantor has the limited liability company power and authority to execute and deliver this Agreement and perform its terms.
- 4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Agent, sell or assign its interest in, or grant any license (except in the ordinary course of business) under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Agent under this Agreement, except that Grantor may abandon immaterial Trademarks that no longer have value or use in Grantor's business in Grantor's reasonable business judgment.
- 5. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

- 6. <u>Duties of Grantor</u>. Grantor shall (i) file and prosecute diligently any material trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or desirable in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor, and (iii) ensure that the material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantor's obligations under this Section 6 shall be borne by Grantor.
- 7. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Agent in the exercise of its rights under this Section 7.
- 8. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-infact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Loan Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent and Lenders shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. Grantor hereby further acknowledges and agrees that the use by Grantor of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Agent to Grantor.

[signature page follows]

IN WITNESS WHERE the date first written above.	OF, Grantor has duly executed this Agreement as of
	TRIENDA, LLĆ
	Curtis J. Zamec, Manager
Agreed and Accepted As of the Date First Written Above	
FIFTH THIRD BANK, as Agent	
By:	

Its:

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

TRIENDA, LLC	
By:	
Curtis J. Zamec, Manager	

Agreed and Accepted As of the Date First Written Above

FIFTH THIRD BANK, as Agent

Signature Page to Trademark Security Agreement

SCHEDULE I

Trademarks

(see attached)

Goods	CLASS 20: Plastic locking devices for use in connection with pallets	OLASS 40: Custom vacuum forming and sheet extruding of thermoplastic materials	OLASS 20: Plastic thermoformed articles namely, pallets, dunnage trays contoured to shape of parts to be supported, packages shaped to receive specific articles and containers	CLASS 40: Custom vacuum forming and sheet extruding of thermoplastic materials	CLASS 20: Plastic thermoformed articles namely, pallets, dunnage trays contoured to shape of parts to be supported, packages shaped to receive specific articles and containers	Containers and pallets for storing and transporting goods	CLASS 20: Containers and pallets, not of metal, for storing and transporting goods	CLASS 20: Containers and pallets not of metal for storing and transporting goods
International Classes	20	40	20	40	20		20	20
Ron	1/7/1997 2029260	10/31/1995 1932297	3/26/1996 1964552	10/10/1995 1926678	4/9/1996 1967292	5/9/1986 314070	5/24/1984 331256	3/23/2007 4996501
Application R Date D	4/19/1995	3/4/1994	3/4/1994	3/4/1994	3/4/1994	11/8/1983	5/24/1984	4/4/2006
Application /	74/662846	74/498632	74/498738	74/497140	74/498733	512001	6718	4996501
Owner	TriEnda, LLC	TriEnda, LLC	TriEnda, LLC	TriEnda, LLC	TriEnda, LLC	Wilbert, Inc.	TriEnda, LLC	TriEnda, LLC
Portfolio Status	p _e	Registered	Registered	Registered	Registered	Registered	Registered	Registered
	EVER-LOK	TRIENDA (AND DESIGN)	TRIENDA (AND DESIGN)	TRIENDA	TRIENDA	BIG PAK	BIG PAK BY BIGELOW	BIG PAK (AND DESIGN)
Country	4 United States of America	5 United States of America	States of America	7 United States of America	States of America	9 Canada	091412-0110 Switzerland	7 European Union
Docket Number	091412-0104 United States Americ	091412-0105 United States of America	091412-0106 United States Americ	091412-0107 United States Americ	091412-0108 United States Americ	091412-0109 Canada	091412-011(091412-0127 European Union

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CLASS 20: Transport pallets, not of metal CLASS 9: Containers and pallets, not of metal, for storing and transporting goods, and all other goods belonging to this class CLASS 12: Containers CLASS 20: containers and pallets, not of metal, for storing and transporting goods CLASS 20: Storage or transport containers, not of metal loading pallets, not of metal and transport pallets, not of metal	50 50 50 50 50 50 50 50 50 50 50 50 50 5	6/16/2006 4961715 9/29/1986 1887660 12/18/1987 2009747 4/1/1985 306351 9/29/1984 105481	8/17/2004 12/20/1983 1/12/1984	2004-075931 119461/83 68617/85 229010 15/640/1983	TriEnda, LLC Fieldcrest Cannon, Inc. Wilbert, Inc.	Registered Inactive Registered Registered Inactive	BIG PAK BIG PAK BIG PAK BIG PAK	091412-0129 Japan 091412-0156 Japan 091412-0139 Japan 091412-0140 Mexico 091412-0141 Korea (South)
CLASS 12. Ropeways for cargo or freight handling unloading tipplers mine-car pullers mine-car pullers mine-car pullers motive power machines for land vehicles werekers machine elements for land vehicles parachutes, anti-theft alarms for vehicles wheelchairs alternating current motors for land vehicles (excluding their parts) alternating current motors for land vehicles (excluding their parts) alternating current motors for land vehicles (excluding their parts) alternating current and parts and accessories or aircraft rail rolling stock and parts and accessories of motor vehicles and parts and accessories thereof bicycles and parts and accessories thereof strollers rickshaws sledges hand cars (wheel barrows) carts, horse drawn carriages rear (pull) cars adhesive rubber patches for repairing tires or tubes	20	6/16/2006 4961713	5/19/2004			Registered Registered	BIG PAK	091412-0126 Japan

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Docket Country Number	Mark	Portfolio Status	Owner	Application / No 1	Application Registration Nate Nate		Registration Number	International Classes	Goods
091412-0142 United Kingdom	BIG PAK BY BIGELOW	Registered	TriEnda, LLC	5394	2/8/1985		235394	20	CLASS 20: Containers of plastics or of wood and pallets (non-metallic), all for holding goods during storage or transportation
091412-0143 European Union	TRIENDA	Registered	TriEnda, LLC	000635086	9/8/1997	5/18/1999 000635086	000635086	20	CLASS 20: Pallets, containers, dunnage trays, cases, packaging containers, packing cases, boxes, chests, duckboards
091412-0144 United States of America	BIG PAK	Registered	TriEnda, LLC	73/570611	11/27/1985	3/24/1987 1433917	433917	20	CLASS 20: Plastic pallets and packages including such pallets as top and bottom thereof
091412-0145 United States of America	DC	Registered	TriEnda, LLC	74/647651	3/16/1995	2/6/1996 1954902	954902	20	CLASS 20: Plastic pallets
091412-0149 Mexico	TRIENDA	Registered	Wilbert, Inc.	591793	3/11/2003	4/24/2003 787962	787962	20	CLASS 20: Plastic thermoformed articles, namely, pallets, dunnage trays contoured to shape of parts to be supported, packages shaped to receive specific articles and containers
091412-0150 Mexico	TRIENDA (AND DESIGN)	Registered	Wilbert, Inc.	591791	3/11/2003	4/30/2003 790040	790040	20	CLASS 20: Plastic thermoformed articles, namely, pallets, dunnage trays contoured to shape of parts to be supported, packages shaped to receive specific articles and containers
091412-0151 Mexico	TRIENDA	Registered	Wilbert, Inc.	591794	3/11/2003	4/24/2003 787963	787963	40	CLASS 40: Custom vacuum forming and sheet extruding of thermoplastic materials
091412-0152 Mexico	TRIENDA (AND DESIGN)	Registered	Wilbert, Inc.	591790	3/11/2003	4/23/2003 787795	787795	40	CLASS 40: Custom vacuum forming and sheet extruding of thermoplastic materials
091412-0156- Japan 1	BIG PAK	Inactive	TriEnda, LLC				2009747		
091412-0173 Brazil	BIG PAK BY BIGELOW	Inactive	Wilbert, Inc.	811862623	1/15/1985	3/25/1986 811862623	311862623	20	Class 20: pallets and containers
091412-0166 Benelux	BIG PAK	Inactive	Bigelow- Sanford, Inc.	661935	11/29/1983	7/6/1984 396355	396355	20	Class 20: Containers and pallets, not of metal, for storing and transporting goods
091412-0171 China	BIG PAK	Inactive	Fieldcrest Cannon, Inc.	960074851		10/6/2000 1452956	1452956	20	Class 20: containers and pallets made of plastic or of wood (non-metallic) all for storing and transportation of goods
091412-0178 Colombia	BIG PAK	Inactive	TriEnda, LLC	230986	4/3/1984	6/8/1988 121686	21686	20	Class 20: containers made of plastics or of wood and pallets (non-metallic) all for holding goods during storage or transporation
091412-0168 Germany	BIG PAK BY BIGELOW	Inactive	Fieldcrest Cannon, Inc.	B79229/20	4/12/1986	10/29/1986 1098371	098371	20	Class 20: pallets and containers
091412-0165 Egypt	BIG PAK	Inactive	Fieldcrest Cannon, Inc.	63614	6/6/1992	5/18/1996 83397	33397	20	Class 20: non-metallic trolleys for transport, and non-metallic containers for storage and transport

				₹	Application n Date D	Registration Date	5	ernational Classes	\$2000P
091412-0175 Guatemala	BIG PAK BY BIGELOW	Inactive	Wilbert, Inc.	M-6313-6	8/16/1996	4/6/1999 093618		20	Class 20
091412-0172 Hong Kong	BIG PAK BY BIGELOW	Inactive	Wilbert, Inc.	B2811/1989	2/24/1988	2/24/1988	2/24/1988 B2811/1989	20	Class 20: containters made of plastics or of wood and pallets (non-metallic) all for holding goods during storage or transportation
091412-0167 Indonesia	BIG PAK BY BIGELOW	Inactive	Wilbert, Inc.	Z/A	11/19/1986	11/19/1986 211173		20	Class 20: containters made of plastics or of wood and pallets (non-metallic) all for holding goods during storage or transportation
	BIG PAK	Inactive	TriEnda, LLC	345650	11/18/1983	12/9/1986 458504		20	Class 20: containers made of plastics or of wood and pallets (non-metallic) all for holding goods during storage or transporation
091412-0174 Malaysia	BIG PAK	Inactive	TriEnda, LLC	85/04485	10/16/1985			20	Class 20: containers and pallets, not of metal, for storing and transporting goods
091412-0176 Philippines	BIG PAK	Inactive	TriEnda, LLC	107476	4/17/1996	2/21/2000	2/21/2000 4-1996-109139	20	Class 20: plastic shipping pallet and packages including such pallets as top and bottom thereof
091412-0170 Sweden	BIG PAK BY BIGELOW	Inactive	Bigelow- Sanford, Inc.	85-4335	6/14/1985	2/13/1987 204365		20	Class 20: pallets made of plastic (not for household purpose) for storing and transportation of goods
Sweden	BIG PAK BY BIGELOW	Inactive	Wilbert, Inc.	85-4335	6/14/1985	3/25/1986 811862623		20	Class 20: pallets and containers
091412-0177 Thailand	BIG PAK	Inactive	Fieldcrest Cannon, Inc.	300683	1/14/1986	1/14/1986 KOR41968		20	Class 20: Containers and pallets, not of metal, for storing and transporting goods
Thailand	BIG PAK	Inactive	TriEnda, LLC	300683	1/14/1986	7/6/1984 396355		20	Class 20: Containers and pallets, not of metal, for storing and transporting goods
091412-0162 Taiwan	BIG PAK	Inactive	TriEnda, LLC	84047605	9/20/1995	1/16/1997 745371		20	Class 20: plastic boxes and pallets (not of metal) for storing and transporting goods
Taiwan	BIG PAK	Inactive	TriEnda, LLC	84047605	9/20/1995	1/14/1986	1/14/1986 KOR41968	20	Class 20: Containers and pallets, not of metal, for storing and transporting goods
091412-0164 Venezuela	BIG PAK BY BIGELOW	Inactive	Wilbert, Inc.	5979-85	5/29/1985	3/25/1997 128877		20	
Africa	091412-0169 South Africa BIG PAK	Inactive	Fieldcrest Cannon, Inc.	83/8262	11/14/1983	11/14/1983 83/8262		20	Class 20: containers, frames and pallets not of metal for packaging, storing and transporting goods and all other containers for handling cargo included in the class parts, accessories and fittings for all the aforegoing

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Goods CLASS 2: containers and pallets, not of metal, for storing and transporting goods	CLASS 20: Storage or transport containers, not of metal loading pallets, not of metal and transport pallets, not of metal
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