

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                   |                                       |                       |                                     |
|-----------------------------------|---------------------------------------|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                        |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                     |                       |                                     |
| <b>CONVEYING PARTY DATA</b>       |                                       |                       |                                     |
| <b>Name</b>                       | <b>Formerly</b>                       | <b>Execution Date</b> | <b>Entity Type</b>                  |
| TIDI PRODUCTS, LLC                |                                       | 05/14/2010            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |                                       |                       |                                     |
| <b>Name:</b>                      | MADISON CAPITAL FUNDING LLC, AS AGENT |                       |                                     |
| <b>Street Address:</b>            | 30 SOUTH WACKER DRIVE                 |                       |                                     |
| <b>Internal Address:</b>          | SUITE 3700                            |                       |                                     |
| <b>City:</b>                      | CHICAGO                               |                       |                                     |
| <b>State/Country:</b>             | ILLINOIS                              |                       |                                     |
| <b>Postal Code:</b>               | 60606                                 |                       |                                     |
| <b>Entity Type:</b>               | CORPORATION: DELAWARE                 |                       |                                     |
| <b>PROPERTY NUMBERS Total: 18</b> |                                       |                       |                                     |
| <b>Property Type</b>              | <b>Number</b>                         | <b>Word Mark</b>      |                                     |
| Registration Number:              | 1909082                               | ACCOLADE              |                                     |
| Registration Number:              | 1648763                               | CENTURY II            |                                     |
| Registration Number:              | 2520812                               | DRI-PERF              |                                     |
| Registration Number:              | 0874323                               | FABRICEL              |                                     |
| Registration Number:              | 3243783                               | FOOD CARE             |                                     |
| Registration Number:              | 2284171                               | FOOD CARE             |                                     |
| Registration Number:              | 0613979                               | KAY-PEES              |                                     |
| Registration Number:              | 1687078                               | OMNISORB              |                                     |
| Registration Number:              | 2199447                               | TIDI                  |                                     |
| Registration Number:              | 1778984                               | TIDI TOOTH            |                                     |
| Registration Number:              | 1596209                               | TI-DI-SAU-RUS         |                                     |
| Registration Number:              | 3028464                               | VENTURE               |                                     |
| Registration Number:              | 3028467                               | VENTURE               |                                     |

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|                      |         |                        |
|----------------------|---------|------------------------|
| Registration Number: | 2237442 | VENTURE                |
| Registration Number: | 3566116 | RESPOSABLES            |
| Registration Number: | 3566117 | RESPOSABLES EYESHIELD  |
| Registration Number: | 3566118 | RESPOSABLES FACESHIELD |
| Registration Number: | 3684369 | FLIPEASE               |

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312)577-8416  
Email: carole.dobbins@kattenlaw.com  
Correspondent Name: Carole Dobbins c/o Katten Muchin  
Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

|                         |                  |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 214338-00034     |
| NAME OF SUBMITTER:      | Carole Dobbins   |
| Signature:              | /Carole Dobbins/ |
| Date:                   | 05/17/2010       |

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of this 14th day of May, 2010 by TIDI PRODUCTS, LLC, a Delaware limited liability company ("**Grantor**"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

### W I T N E S S E T H

WHEREAS, Grantor, Grantee and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of May 14, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor.

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of May 14, 2010 among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business associated with Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit 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 Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A 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 such Trademark;  
and

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

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the grant of a lien on and security interest as provided herein shall not extend to applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

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

**TIDI PRODUCTS, LLC**, a Delaware limited liability company

By: *Kevin McNamara*  
Name: Kevin McNamara  
Title: President and Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC**,  
as Agent

By: \_\_\_\_\_  
Name: Faraz Kamran  
Title: Director

Trademark Security Agreement


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

**TIDI PRODUCTS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above:

**MADISON CAPITAL FUNDING LLC**,  
as Agent

By:   
Name: Faraaz Kamran  
Title: Director

Trademark Security Agreement

**SCHEDULE A****U.S. Trademark Registrations and Applications**

| <b>Mark</b>            | <b>Application Ser. No./<br/>Date</b> | <b>Registration No./Date</b> |
|------------------------|---------------------------------------|------------------------------|
| ACCOLADE               | 74422877<br>8/10/1993                 | 1909082<br>8/1/1995          |
| CENTURY II             | 73831723<br>10/16/1989                | 1648763<br>6/25/1991         |
| DRI-PERF               | 75748432<br>7/12/1999                 | 2520812<br>12/18/2001        |
| FABRICEL               | 72299121<br>5/27/1968                 | 0874323<br>8/5/1969          |
| FOOD CARE Design       | 78723893<br>9/30/2005                 | 3243783<br>5/22/2007         |
| FOOD CARE Design       | 75313365<br>6/23/1997                 | 2284171<br>10/5/1999         |
| KAY-PEES               | 71649029<br>6/18/1953                 | 0613979<br>10/11/1955        |
| OMNISORB               | 74087660<br>8/14/1990                 | 1687078<br>5/12/1992         |
| TIDI                   | 75269006<br>4/3/1997                  | 2199447<br>10/27/1998        |
| TIDI TOOTH             | 74302292<br>8/10/1992                 | 1778984<br>6/29/1993         |
| TI-DI-SAU-RUS          | 73788996<br>3/27/1989                 | 1596209<br>5/15/1990         |
| VENTURE                | 78502757<br>10/20/2004                | 3028464<br>12/13/2005        |
| VENTURE                | 78502766<br>10/20/2004                | 3028467<br>12/13/2005        |
| VENTURE                | 75260377<br>3/19/1997                 | 2237442<br>4/6/1999          |
| RESPOSABLES            | 77207559<br>6/15/2007                 | 3566116<br>1/20/2009         |
| RESPOSABLES EYESHIELD  | 77207623<br>6/15/2007                 | 3566117<br>1/20/2009         |
| RESPOSABLES FACESHIELD | 77207648<br>6/15/2007                 | 3566118<br>1/20/2009         |
| FLIPEASE               | 77612835<br>11/12/2008                | 3684369<br>9/15/2009         |