

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Dispensing Dynamics International	FORMERLY Perrin Manufacturing Company	06/08/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MFC Capital Funding, Inc., as agent		
<b>Street Address:</b>	111 S. Wacker Dr.		
<b>Internal Address:</b>	Suite 5050		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77728379	DISPENSING DYNAMICS INTERNATIONAL	
<b>Serial Number:</b>	76700269	INNOVA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-258-5724		
<b>Email:</b>	cbollinger@schiffhardin.com		
<b>Correspondent Name:</b>	Chris L. Bollinger		
<b>Address Line 1:</b>	P.O. Box 06079		
<b>Address Line 2:</b>	Schiff Hardin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0079		
<b>ATTORNEY DOCKET NUMBER:</b>	32231-0017		
<b>NAME OF SUBMITTER:</b>	Chris L. Bollinger		

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**TRADEMARK  
 REEL: 004245 FRAME: 0145**

Signature:	/Chris L. Bollinger/
Date:	07/20/2010
Total Attachments: 5 source=7-20 - DDI TRADEMARK SECURITY AGMT#page1.tif source=7-20 - DDI TRADEMARK SECURITY AGMT#page2.tif source=7-20 - DDI TRADEMARK SECURITY AGMT#page3.tif source=7-20 - DDI TRADEMARK SECURITY AGMT#page4.tif source=7-20 - DDI TRADEMARK SECURITY AGMT#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 8, 2010, is made by **Dispensing Dynamics International** (f/k/a Perrin Manufacturing Company), a California corporation (the "Company"), in favor of **MFC Capital Funding, Inc.**, a Minnesota corporation, as agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

### RECITALS

WHEREAS, the Company, Perrin Holdings, LLC, a Delaware limited liability company ("Holdings"), Dispensing Dynamics International Ltd. (f/k/a Global Plastics Ltd.), a federal Canadian corporation ("Global"), GPL Holdings Inc., a British Columbia corporation ("GPL"; the Company, Holdings, Global and GPL are referred to herein, collectively, as "Obligors"), the Lenders and the Agent have entered into a Credit Agreement dated as of January 26, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans to the Company;

WHEREAS, the Obligors and the Agent have entered into (a) a Security Agreement dated as of January 26, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of January 26, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, the Company has granted to the Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or

licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

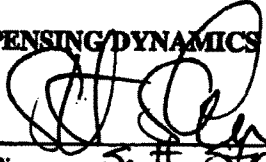
provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the IP Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and the Agent hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**DISPENSING DYNAMICS INTERNATIONAL**

By:   
Name: J. J. Strachen  
Title: Chief Financial Officer

Acknowledged and agreed to:

**MFC CAPITAL FUNDING, INC., as Agent**

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

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**DISPENSING DYNAMICS INTERNATIONAL**

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

Acknowledged and agreed to:

**MFC CAPITAL FUNDING, INC., as Agent**

By:           *Kerrik*            
Name:           *Kevin C. Nonak*            
Title:           *Vice President*

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Mark	Issue No.	Issue Date	Serial No.	Filed
DISPENSING DYNAMICS INTERNATIONAL			77/728,379	5/04/2009
INNOVA			76/700,269	11/9/2009