

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
<b>CONVEYING PARTY DATA</b>													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Monson Companies, Inc.</td> <td></td> <td>10/08/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Ribelin Sales, Inc.</td> <td></td> <td>08/10/2010</td> <td>CORPORATION: TEXAS</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Monson Companies, Inc.		10/08/2010	CORPORATION: DELAWARE	Ribelin Sales, Inc.		08/10/2010	CORPORATION: TEXAS	
Name	Formerly	Execution Date	Entity Type										
Monson Companies, Inc.		10/08/2010	CORPORATION: DELAWARE										
Ribelin Sales, Inc.		08/10/2010	CORPORATION: TEXAS										
<b>RECEIVING PARTY DATA</b>													
Name:	TD Bank, N.A., as Administrative Agent												
Street Address:	7 New England Executive Park												
Internal Address:	10th Floor												
City:	Burlington												
State/Country:	MASSACHUSETTS												
Postal Code:	01803												
Entity Type:	National Association: UNITED STATES												
<b>PROPERTY NUMBERS Total: 2</b>													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3415715</td> <td>ARCTIC EDGE</td> </tr> <tr> <td>Registration Number:</td> <td>1572629</td> <td>R</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3415715	ARCTIC EDGE	Registration Number:	1572629	R				
Property Type	Number	Word Mark											
Registration Number:	3415715	ARCTIC EDGE											
Registration Number:	1572629	R											
<b>CORRESPONDENCE DATA</b>													
Fax Number:	(617)316-8263												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	6172390632												
Email:	agrandy@eapdlaw.com												
Correspondent Name:	Adam M. Grandy												
Address Line 1:	111 Huntington Avenue												
Address Line 2:	Edwards Angell Palmer & Dodge LLP												
Address Line 4:	Boston, MASSACHUSETTS 02199												
ATTORNEY DOCKET NUMBER:	47246-42												
NAME OF SUBMITTER:	Adam M. Grandy												

CH \$65.00 3415715

**900173911**

**TRADEMARK**  
**REEL: 004295 FRAME: 0787**

Signature:	/Adam M. Grandy/
Date:	10/13/2010
Total Attachments: 6 source=SA#page1.tif source=SA#page2.tif source=SA#page3.tif source=SA#page4.tif source=SA#page5.tif source=SA#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 8, 2010, among MONSON COMPANIES, INC., a Delaware corporation, RIBELIN SALES, INC., a Texas corporation (collectively, the "Grantors"), and TD BANK, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among KDG Acquisition Company, Inc., KODA Distribution Group, Inc., Monson Companies, Inc., Ribelin Sales, Inc., C.L. Zimmerman Co. of Delaware, Inc., KDG Holdings, Inc., and Monson Companies of Maine, Inc., as borrowers, the Lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantors.

WHEREAS pursuant to the Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent, the Grantors granted to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned, or hereafter acquired by such Grantor to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

#### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### ***Section 2. Grant of Security Interest in Trademarks***

The Grantors hereby grant to the Administrative Agent a security interest in all of their right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired but excluding any Excluded Property (collectively, the "Trademark Collateral").

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantors hereby authorize and request that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

***Section 6. Termination***

Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall, at the Grantor's expense, execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral.

***Section 7. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MONSON COMPANIES, INC.

By: Stephen Barney  
Name: Stephen Barney  
Title: Chief Executive Officer and President

RIBELIN SALES, INC.

By: \_\_\_\_\_  
Name: Robert Spadoni  
Title: Chief Executive Officer and President

(Trademark Security Agreement)

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MONSON COMPANIES, INC.

By: \_\_\_\_\_

Name: Stephen Barney

Title: Chief Executive Officer and President

RIBELIN SALES, INC.

By: Robert Spadoni

Name: Robert Spadoni

Title: Chief Executive Officer and President

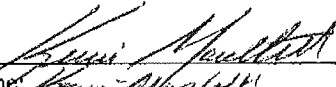
(Trademark Security Agreement)

TRADEMARK

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ADMINISTRATIVE AGENT:

TD BANK, N.A.,  
as Administrative Agent

By:   
Name: Dawn McLeod  
Title: Vice President

(Trademark Security Agreement)

**TRADEMARK**  
**REEL: 004295 FRAME: 0793**

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Registration Number</b>	<b>Owner</b>
Arctic Edge	3415715	Monson Companies, Inc.
"R" (Ribelin design mark)	1572629	Ribelin Sales, Inc.

BOS111 12522932.3

**RECORDED: 10/13/2010**

**TRADEMARK**  
**REEL: 004295 FRAME: 0794**