

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
Delkor Systems, Inc.		01/24/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	7900 Xerxes Ave S Ste 2300		
Internal Address:	MAC N9307-230		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55431		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2775775	DELKOR	
Registration Number:	2412032	SPOT-PAK	
Registration Number:	3648679	TRAYFECTA	
Registration Number:	2698830	TRAY-PAK	
Serial Number:	77517588	INTELLIGENT POSITIONING	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-766-6911		
Email:	scarlson@faegre.com		
Correspondent Name:	Susan Carlson		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		

TRADEMARK

900183196

REEL: 004467 FRAME: 0870

OP \$140.00 2775775

Signature:	/e/ Susan Carlson
Date:	02/04/2011
Total Attachments: 8 source=Delkor Patent and Trademark Security Agmt#page1.tif source=Delkor Patent and Trademark Security Agmt#page2.tif source=Delkor Patent and Trademark Security Agmt#page3.tif source=Delkor Patent and Trademark Security Agmt#page4.tif source=Delkor Patent and Trademark Security Agmt#page5.tif source=Delkor Patent and Trademark Security Agmt#page6.tif source=Delkor Patent and Trademark Security Agmt#page7.tif source=Delkor Patent and Trademark Security Agmt#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of January 24, 2011, by and between Delkor Systems, Inc., a Minnesota corporation (the “**Debtor**”), and Wells Fargo Bank, National Association, a national banking association (the “**Secured Party**”).

Pursuant to a Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) of even date herewith between the Debtor and the Secured Party, the Secured Party has agreed to make advances to and issue letters of credit for the account of the Debtor.

Pursuant to a Security Agreement: Rights to Payment and Inventory (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) of even date herewith, the Debtor has granted the Secured Party a security interest in substantially all of the Debtor’s property to secure various obligations of the Debtor, including the obligations arising under the Credit Agreement.

Pursuant to the Security Agreement, the Debtor is required to execute and deliver this Agreement to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.** Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“Specified Patent” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“Specified Trademark” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“Trademark” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. **Grant of Security Interest.** In order to secure the Indebtedness, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Patent and Trademark Collateral.

3. **Representations and Warranties.** The Debtor represents and warrants that it owns each of the Specified Patents and Specified Trademarks, free and clear of any lien, pledge, security interest or other charge or encumbrance of any kind whatsoever.

4. **General Rights and Obligations.** Except as expressly set forth herein, the rights and obligations of the Debtor and the Secured Party with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

Signature pages follow

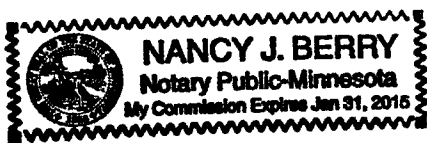
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DELKOR SYSTEMS, INC.

By Dale Andersen
Name: Dale Andersen
Title: President


STATE OF MINNESOTA)
)
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 21st day of January, 2011, by Dale Andersen, the President of Delkor Systems, Inc., a Minnesota corporation, on behalf of the corporation.



Nancy J. Berry
Notary Public

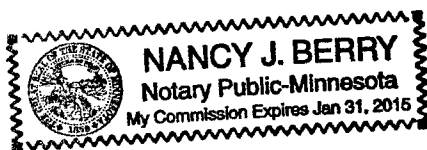
**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

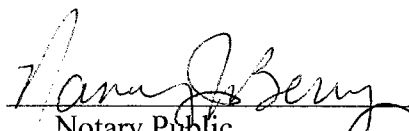
By 
Name: Joshua D. Lucas
Title: Assistant Vice President

STATE OF MINNESOTA)

COUNTY OF Ancker)

The foregoing instrument was acknowledged before me this 21st day of January, 2011, by Joshua D. Lucas, an Assistant Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.




Notary Public

Schedule A**PATENTS AND PATENT APPLICATIONS****United States**

<u>Title</u>	<u>Registration Date</u> <u>Issue Date</u>	<u>Registration Number</u> <u>Issue No.</u>	<u>Expiration Date</u>
Package Assemblies for Containers	Filed 11/12/1996 Issued 3/30/1999	08/747442 Issue No. 5887717	6/9/2012
Temporary Package And Method	Filed 5/18/1998 Issued 2/6/2001	09/080609 Issue No. 6182422	5/18/2018
Temporary Package And Method	Filed 11/22/1999 Issued 12/31/2002	09/447751 Issue No. 6499596	5/31/2019
Temporary Package And Method	Filed 12/31/2002 Issued 4/5/2005	10/335579 Issue No. 6874633	5/18/2018
Temporary Package And Method	Filed 4/5/2005 Issued 7/1/2008	11/098328 Issue No. 7392905	7/31/2018
INNOVATIVE SHIPPING PACKAGE	Filed 7/11/2001 Issued 7/1/2003	09/902971 Issue No. 6588594	9/7/2021
INNOVATIVE SHIPPING PACKAGE	Filed 9/23/2003 Issued 5/13/2008	10/668646 Issue No. 7370761	6/7/2022
Split Package Assembly	Filed 9/22/2006 Issued 12/23/2008	111/526222 Issue No. 7467504	9/22/2026

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Package Assembly	Filed 2/18/2008 Issued 10/20/2009	12/032951 Issue No. 7604114	2/18/2028
Method and Apparatus for Flap Adjustment of a Carton	Filed 11/3/2008	12/264070	
Detection System	Filed 11/7/2008 Issued 11/16/2010	12/266949 Issue No. 7832181	4/9/2029
Pizza Tray and Forming Assembly	Filed 6/23/2010	61/357944	

Foreign

<u>Title</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Package Assembly for Containers	Mexico	Filed 5/28/1993 Serial No. 93-3202	Issued 5/29/2001 Issue No. 202061	5/28/2013
Improved Package Assemblies for Containers	Canada	Filed 3/11/1997 Serial No. 2199699	Issued 7/23/2002 Issue No. 2199699	3/11/2017
Temporary Package and Method	Australia	Filed 5/11/1999 Serial No. 37926/99	Issued 1/3/2002 Issue No. 738144	5/11/2019
Temporary Package and Method	Brazil	Filed 11/14/2000 Serial No. 9910444-0	Issued 4/25/2006 Issue No. 9910444-0	5/11/2019
Temporary Package and Method	Canada	Filed 5/11/1999 Serial No. 2331856	Issued 4/19/2005 Issue No. 2331856	5/11/2019
Temporary Package and Method for its Manufacture	Canada	Filed 5/11/1999 Serial No. 2499252	Issued 3/9/2010 Issue No. 2499252	

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Temporary Package and Method	China	Filed 5/11/1999 Serial No. 99807805.0	Issued 8/25/2004 Issue No. 99807805.0	5/11/2019
Temporary Package and Method	EPO	Filed 5/11/1999 Serial No. 99 920 430.8	Issued 4/9/2003 Issue No. 1080013	5/11/2019
Temporary Package and Method	Mexico	Filed 11/10/1999 Serial No. 011051	Issued 11/4/2004 Issue No. 223962	5/11/2019
INNOVATIVE SHIPPING PACKAGE	Canada	Filed 7/26/2001 Serial No. 2354404	Issued 1/15/2008 Issue No. 2354404	7/26/2021
INNOVATIVE SHIPPING PACKAGE	Canada	Filed 10/7/2003 Serial No. 2444542		
Split Package Assembly	Canada	Filed 9/22/2006 Serial No. 2623308		
Package Assembly	Canada	Filed 2/4/2009 Serial No. 2652357		
Packaging Machine	WIPO (PCT)	Filed 11/2/2009 Serial No. CT/US09/62997		

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Schedule B**TRADEMARKS AND TRADEMARK APPLICATIONS****United States**

<u>Mark</u>	<u>Application Number</u>	<u>Registration Number</u>
DELKOR	78/187610	2775775
SPOT-PAK	75/731376	2412032
Trayfecta	77/533406	3648679
TRAY-PAK	78/082619	2698830
INTELLIGENT POSITIONING	77/517588	

Foreign

<u>Mark</u>	<u>Country</u>	<u>Classes</u>	<u>Application Number</u>	<u>Registration Number</u>
SPOT-PAK	Canada		0491000	TMA548522
SPOT-PAK	United Kingdom (EP)		1487413	1487413
SPOT-PAK	Mexico		174420	472164
SPOT-PAK	Australia	Class 7	570469	A570469
TRAY-PAK	Canada		1132997	TMA683631

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