

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P. T. Hutchins Company, Ltd.		02/28/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
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 banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85079920	C COMPLETE	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-239-0310		
Email:	jdavis@eapdlaw.com		
Correspondent Name:	Jessica Davis		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	47246.0042		
NAME OF SUBMITTER:	Jessica Davis		
Signature:	/JDavis/		

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Date:

03/16/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2011, among P. T. HUTCHINS COMPANY, LTD., a California corporation (the "Grantor"), and TD BANK, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the Lenders party to the Amended and Restated Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, 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 (collectively, the "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 Grantor.

WHEREAS pursuant to the Amended and Restated 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 Borrowers and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest in all of 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 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 Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees 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 Grantor hereby grants to the Administrative Agent a security interest in all of its 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 Grantor hereby acknowledges and affirms 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 Grantor hereby authorizes and requests 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 Grantor 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.

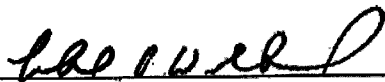
This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page of this Agreement by 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, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

P. T. HUTCHINS COMPANY, LTD.

By: 

Name: Charles P. Walkovich

Title: Chief Financial Officer and Treasurer

ADMINISTRATIVE AGENT:

TD BANK, N.A.,
as Administrative Agent

By:  _____

Name: Dean Whalen

Title: Vice President

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

Trademark	Serial/Registration Number	Filing/Registration Date
C CEMplete (STYLIZED/DESIGN)	85-079,920	7/7/2010

BOS111 12560148.2

RECORDED: 03/16/2011

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