

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
Collect Technologies, LLC		06/24/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Diamond Business Credit, LLC
Street Address:	200 Ledgewood Place
Internal Address:	Suite 100
City:	Rockland
State/Country:	MASSACHUSETTS
Postal Code:	02370
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	85061223	THE GREEN STUFF
Serial Number:	85127467	GREEN TEAM
Serial Number:	85127326	GREEN TEAM
Serial Number:	85110623	OPFLEX MITT
Serial Number:	85110580	OPFLEX BOOM
Serial Number:	85110572	OPFLEX PAD
Serial Number:	85110561	OPFLEX SWEEP
Serial Number:	85110543	OPFLEX MOP
Serial Number:	85108346	LCI
Serial Number:	85089515	OPFLEXIBILITY
Serial Number:	85089501	OPFLEX-ABILITY
Registration Number:	3908179	OPFLEX
Registration Number:	3230943	I-CELL

OP \$540.00 85061223

Registration Number:	3583235	OPFLEX
Registration Number:	3261646	EXP
Registration Number:	2879962	MICROFLEX
Registration Number:	2795664	EVACELL
Registration Number:	2478375	PROTECTING YOUR INTERESTS WITH THE WORLD'S LEADING FOAM TECHNOLOGY
Registration Number:	1922009	SSP
Registration Number:	1509228	MICROCELL
Registration Number:	1444123	OPCELL

CORRESPONDENCE DATA

Fax Number: (617)523-6850
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: lynne.cram@hklaw.com
 Correspondent Name: Elizabeth R. Burkhard
 Address Line 1: 10 St. James Avenue
 Address Line 2: Holland & Knight LLP
 Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	110400.00002
NAME OF SUBMITTER:	Lynne Cram
Signature:	/Lynne Cram/
Date:	06/24/2011

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of June 24, 2011, between Collect Technologies, LLC, a Delaware limited liability company f/k/a Collect Plastics LLC ("Grantor") and Diamond Business Credit, LLC, a Massachusetts limited liability company ("Lender").

WITNESSETH:

WHEREAS, Grantor and Lender are parties to that certain Loan Agreement and Security Agreement dated December 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; together with all related agreements, instruments and other documents, the "Loan Documents"); and

WHEREAS, pursuant to the Loan Documents, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. In addition to those terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

(a) "General Intangibles" means general intangibles (as that term is defined in the Uniform Commercial Code as adopted and in effect in the Commonwealth of Massachusetts).

(b) "Intellectual Property Licenses" means rights under or interest in any patent, trademark, copyright or other intellectual property license, including software license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement.

(c) "Trademarks" means trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications of Grantor, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter.

4. LOAN DOCUMENTS. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents under which Grantor has granted to Lender a security interest in assets of Grantor, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

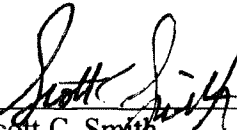
5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future registered trademarks or applications therefor which become part of Lender's collateral under this Trademark Security Agreement or any other Loan Document. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in any collateral, whether or not listed on Schedule I.

6. GOVERNANCE LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.


7. COUNTERPARTS. This Trademark Security Agreement, which may be executed in any number of counterparts, which together constitute but one agreement.

IN WITNESS WHEREOF, the undersigned have caused this Patent Security Agreement to be executed and delivered as of the date first set forth above.

CELLECT TECHNOLOGIES, LLC

By: 
Scott C. Smith

DIAMOND BUSINESS CREDIT, LLC

By: 
Name: GEORGE P GOCHIS
Title: PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	US Application/ Registration No.	App./Reg. Dates
THE GREEN STUFF	85061223	June 11, 2010
GREEN TEAM	85127467	September 10, 2010
GREEN TEAM	85127326	September 10, 2010
OPFLEX MITT	85110623	August 18, 2010
OPFLEX BOOM	85110580	August 18, 2010
OPFLEX PAD	85110572	August 18, 2010
OPFLEX SWEEP	85110561	August 18, 2010
OPFLEX MOP	85110543	August 18, 2010
LCI	85108346	August 16, 2010
OPFLEXIBILITY	85089515	July 21, 2010
OPFLEX-ABILITY	85089501	July 21, 2010
OPFLEX	85096423 / 3908179	July 29, 2010 / January 18, 2011
I-CELL	78568011 / 3230943	February 15, 2005 / April 17, 2007
OPFLEX	77532493 / 3583235	July 28, 2008 / March 3, 2009
EXP	76637185 / 3261646	April 27, 2005 / July 10, 2007
MICROFLEX	76369883 / 2879962	February 12, 2002 / August 31, 2004
EVACELL	76369880 / 2795664	February 12, 2002 / December 16, 2003
PROTECTING YOUR INTERESTS WITH THE WORLD'S LEADING FOAM TECHNOLOGY	75580669 / 2478375	November 2, 1998 / August 14, 2001
SSP	74545529 / 1922009	July 5, 1994 / September 26, 1995
MICROCELL	73652476 / 1509228	March 31, 1987 / October 18, 1988
OPCELL	73612495 / 1444123	August 1, 1986 / June 23, 1987

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