

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
CPC Aeroscience, Inc.		10/15/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as agent		
<b>Street Address:</b>	30 South Wacker		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3645566	THE GOOD EARTH LINE	
<b>Registration Number:</b>	3645567	THE GOOD EARTH LINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	6737.75		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		
<b>Signature:</b>	/Laura Konrath/		

CH \$65.00 3645566

Date:

07/21/2011

**Total Attachments: 4**

source=CPC SECURITY AGREEMENT#page1.tif

source=CPC SECURITY AGREEMENT#page2.tif

source=CPC SECURITY AGREEMENT#page3.tif

source=CPC SECURITY AGREEMENT#page4.tif

**TRADEMARK SECURITY AGREEMENT**  
**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, CPC Aeroscience, Inc., a Delaware corporation (herein referred to as “Grantor”), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Amended and Restated Credit Agreement dated as of April 5, 2007 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Plaze, Inc., (the “Borrower”), the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Madison Capital Funding LLC, as administrative agent for all Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Guarantee and Collateral Agreement dated as of April 5, 2007, as amended by that certain First Amendment to the Second Amended and Restated Guarantee and Collateral Agreement dated as of October 15, 2010, (as further amended, restated, supplemented or modified from time to time, the “Collateral Agreement”); unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the respective meanings given to them in the Collateral Agreement) among the Borrower, Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee, for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be  
duly executed by its officer thereunto duly authorized as of the 5th day of ~~August~~, 2010.

*October*

CPC AEROSCIENCE, INC.

By: *Edward By*  
Name: Edward Byczynski  
Title: Authorized Representative

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC,  
as Agent**

By: *Jennifer Cotton*  
Name: *Jennifer Cotton*  
Title: *Vice President*

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 004588 FRAME: 0450**

**SCHEDULE 1**  
**to**  
**Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
The Good Earth Line	3,645,566	June 30, 2009
The Good Earth Line and Design	3,645,567	June 30, 2009

**TRADEMARK APPLICATIONS**

**TRADEMARK LICENSES**