

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
DISCO Acquisition Corp. et al		09/30/2011	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1000 Westlakes Drive, Suite 200
City:	Berwyn
State/Country:	PENNSYLVANIA
Postal Code:	19312
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2249703	GRILBRIK
Registration Number:	2521997	FILTER BRITE
Registration Number:	1281153	FRESHWAY
Registration Number:	2305569	GRILBRIK
Registration Number:	1366141	DISCO
Registration Number:	0717303	BIG BOSS
Registration Number:	1136556	VANQUISH
Registration Number:	0890740	PINOSAN
Registration Number:	3918020	LIQUI-GRILL
Serial Number:	85431959	CELLUCAP
Serial Number:	85432047	CELLUCAP

CORRESPONDENCE DATA

Fax Number: (215)965-1331
 Phone: 215-965-1257

900203743

**TRADEMARK
 REEL: 004635 FRAME: 0416**

CH \$290.00 2249703

Email: usptotm@panitchlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Maureen C. Kassner

Address Line 1: 2005 Market Street, Suite 2200

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	688297.0001
NAME OF SUBMITTER:	Maureen C. Kassner
Signature:	/Maureen C. Kassner/
Date:	10/04/2011

Total Attachments: 17

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Rider to Security Agreement – Trademarks



THIS RIDER TO SECURITY AGREEMENT (“Rider”) is executed as of this 30th day of September, 2011, by and between by **CELLUCAP MANUFACTURING CO. (“Cellucap”), DISPOSABLES MANAGEMENT, INC. (“Disposables”), FRANKLIN DISPOSABLES LIMITED PARTNERSHIP (“Franklin”), MELCO, INC. (“Melco”), CELLUNET MANUFACTURING COMPANY (“Cellunet”), MEXICAP INCORPORATED (“Mexicap”),** and **DISCO ACQUISITION CORP. (“DISCO”;** together with Cellucap, Disposables, Franklin, Melco, Cellunet, and Mexicap individually a **“Grantor”** and, collectively, the **“Grantors”**) with an address at 4626 North 15th Street, Philadelphia, PA 19140-1197, and **PNC BANK, NATIONAL ASSOCIATION** (the **“Bank”**), with an address at 1000 Westlakes Drive, Suite 200, Berwyn, PA 19312. This Rider is incorporated into and made part of that certain Security Agreement (**“Security Agreement”**) between the Grantors and the Bank dated as of the date hereof, and also into certain other financing documents and security agreements executed by and between one or more of the Grantors and the Bank (all such documents including this Rider being collectively referred to as **“Loan Documents”**). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantors have adopted, used and are using (or have filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule “A” attached hereto and made part hereof (all such marks or names hereinafter referred to as the **“Trademarks”**).

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantors associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, each Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of such Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. Each Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by any Grantor, have not been adjudged invalid or unenforceable, and to the best of each Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Grantors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by any Grantor not to sue third persons (other

than Permitted Liens); (d) the Grantors have the unqualified right to enter into this Rider and perform its terms; (e) the Grantors have used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Grantors have used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) the Grantors will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank immediately if any of the Grantors knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Verification of Quality Control. Each Grantor hereby grants to the Bank and its employees and agents the right to visit upon reasonable prior notice such Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantors' compliance with paragraph 2(f).

4. Covenants. Each Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) the Grantors shall maintain the Trademarks in full force and effect, provided however, so long as no Event of Default has occurred and is continuing, that each Grantor may elect in its commercially reasonable business judgment to not pursue or to abandon use of any Trademark; (b) the Grantors will not enter into any agreements which are inconsistent with the Grantors' obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if any Grantor acquires rights to any new non-intent-to-use trademarks, service marks or trade names, the provisions of this Rider shall automatically apply thereto and the Grantors shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantors shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as no Grantor has received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantors shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. Each Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank (except for the grant of Permitted Liens). Each Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks (other than Permitted Liens), and will defend the right, title and interest of the Bank in and to any of the Grantors' rights under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, no Grantor owns any Trademarks, or has any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. Pledge of Additional Trademarks. In the event any Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any trademark, service mark or trade name with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any trademark, service mark or trade name which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantors shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such trademarks, service marks and trade names and the goodwill of the Grantors associated thereto or represented thereby. Each Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future trademarks, service marks and trade names or licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while any Grantor shall be in default hereunder or an Event of Default has occurred and is continuing under the Loan Documents, each Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of any Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, each Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) Each Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, each Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In

the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantors all documents necessary to re-vest all rights in and to the Trademarks in the Grantors and/or terminate any interest of the Bank therein.

13. Prosecution of Trademark Applications. (a) Subject to the terms of the Loan Documents, the Grantors shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Bank, each Grantor shall make federal application on registrable but unregistered trademarks belonging to such Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantors. No Grantor shall abandon any Trademark without the written consent of the Bank. Notwithstanding the foregoing provisions of this subsection (a), so long as no Event of Default has occurred and is continuing, each Grantor may elect in its commercially reasonable business judgment to not pursue or to abandon use of any Trademark.

(b) Each Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if such Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantors shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. Each Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by any Grantor in connection with any of the Trademarks or otherwise arising out of any Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any license for any sum owing thereunder, or to enforce any provisions of such license, the Grantors will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of any Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from any Grantor, and all such Obligations of the Grantors shall be and remain enforceable against and only against the Grantors and shall not be enforceable against the Bank.

15. Bank's Rights. The Bank may, in its sole discretion, pay any amount or do any act required of any Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce any Grantor's obligations contained herein, the Obligations of any Grantor to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which any Grantor fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantors and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. Each Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, such Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at such Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude any Grantor from bringing an action against a person for the protection of such Grantor's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents and during the continuance thereof, the Bank may, without any obligation to do so, complete any obligation of any Grantor hereunder, in any Grantor's name or in the Bank's name, but at the Grantors' expense, and each Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

18. Joint and Several. If this Rider is executed by more than one party as Grantor, the obligations of such persons or entities will be joint and several.

19. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

20. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

[signature page follows]

WITNESS the due execution hereof as a document under seal, as of the date first written above.

CELLUCAP MANUFACTURING CO.

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

DISPOSABLES MANAGEMENT, INC.

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

FRANKLIN DISPOSABLES LIMITED
PARTNERSHIP

By: Disposables Management, Inc., its general
partner

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

MELCO, INC.

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

CELLUNET MANUFACTURING COMPANY

By: Melco, Inc., its general partner

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

MEXICAP INCORPORATED

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

DISCO ACQUISITION CORP.

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

BANK:

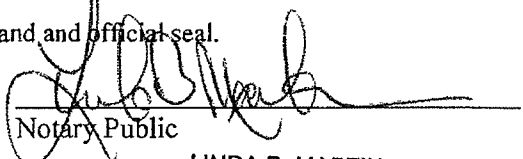
PNC BANK, NATIONAL ASSOCIATION

By: *Daniel Takushin*
Name: DANIEL TAKUSHIN
Title: S.V.P

State of New Jersey)
)
) SS:
COUNTY OF Burlington)

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Cellucap Manufacturing Co., a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

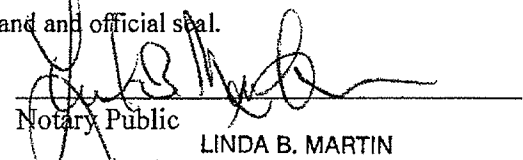
My commission expires:

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON)

LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Disposables Management, Inc., an Ohio corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

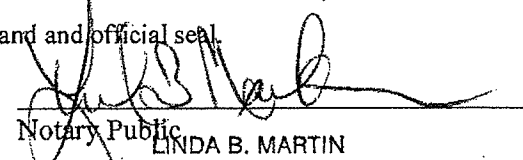
My commission expires:

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON)

LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of _____, the general partner of Franklin Disposables Limited Partnership, an Ohio limited partnership and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation in its capacity as general partner of said limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires:

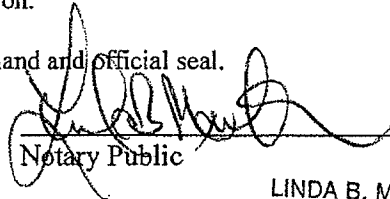
LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

)
)
)
SS:

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Melco, Inc., a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

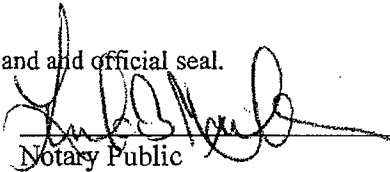
LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

)
)
)
SS:

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Cellunet Manufacturing Company, a Pennsylvania general partnership, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said general partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

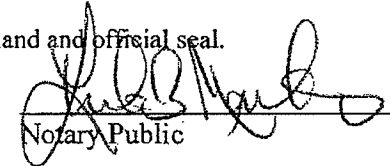
LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

)
)
)
SS:

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Mexicap Incorporated, a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

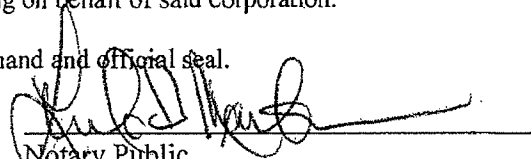
LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON)

ss:

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of DISCO Acquisition Corp., a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____)

ss:

On this, the _____ day of _____, _____, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

<u>TRADEMARK</u>	<u>TRADEMARK OWNER</u>	<u>REGISTRATION OR COUNTRY</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>FILING DATE</u>
GRILBRIK	DISCO	United States	2249703	01-Jun-1999
FILTER BRITE	DISCO	United States	2521997	25-Dec-2001
FRESHWAY	DISCO	United States	1281153	12-Jun-1984
GRILBRIK	DISCO	United States	2305569	04-Jan-2000
DISCO	DISCO	United States	1366141	22-Oct-1985
BIG BOSS	DISCO	United States	717303	20-Jun-1961
VANQUISH	DISCO	United States	1136556	3-Jun-1980
PINOSAN	DISCO	United States	890740	12-May-1970
LIQUI-GRILL	DISCO	United States	3918020	8-Feb-2011
CELLUCAP	Cellucap	United States	85/431959	26-Sep-2011
CELLUCAP and Design	Cellucap	United States	85/432047	26-Sep-2011

TRADEMARK ASSIGNMENT

WHEREAS, CELLUCAP MANUFACTURING CO. (“Cellucap”), DISPOSABLES MANAGEMENT, INC. (“Disposables”), FRANKLIN DISPOSABLES LIMITED PARTNERSHIP (“Franklin”), MELCO, INC. (“Melco”), CELLUNET MANUFACTURING COMPANY (“Cellunet”), MEXICAP INCORPORATED (“Mexicap”), and DISCO ACQUISITION CORP. (“DISCO” and together with Cellucap, Disposables, Franklin, Melco, Cellunet, and Mexicap individually, a “Grantor” and collectively, the “Grantors”) is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the “Trademarks”), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, having a place of business at 1000 Westlakes Drive, Suite 200, Berwyn, PA 19312, identified as the “Bank” under that certain Rider to Security Agreement - Trademarks (the “Rider”) of even date herewith (the “Grantee”) is desirous of acquiring said Trademarks;

WHEREAS, the Grantee has a security interest in the assets of the Grantors adequate to carry on the business of the Grantors; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement dated as of even date herewith by and between the Grantors and the Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor, for itself and its successors and assigns, does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this 30th day of September, 2011.

[signature page follows]

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF _____)

ss:

On this, the _____ day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of DISCO Acquisition Corp., a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Chester)

ss:

On this, the 28th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Quail C. Takahyax, who acknowledged himself/herself to be the Semin Vice President of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

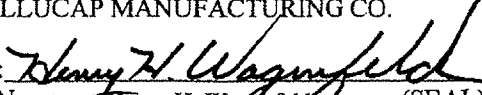
Notary Public

My commission expires:


Donna M. Watson

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donna M. Watson, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires June 25, 2013
Member, Pennsylvania Association of Notaries

CELLUCAP MANUFACTURING CO.


By: 
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

DISPOSABLES MANAGEMENT, INC.


By: 
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

FRANKLIN DISPOSABLES LIMITED
PARTNERSHIP

By: Disposables Management, Inc., its general partner

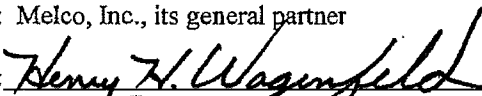
By: 
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

MELCO, INC.


By: 
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

CELLUNET MANUFACTURING COMPANY


By: Melco, Inc., its general partner

By: 
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

MEXICAP INCORPORATED

By: 
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

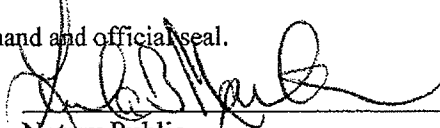
DISCO ACQUISITION CORP.

By: 
Name: Henry H. Wagenfeld (SEAL)
Title: Executive Vice President

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON) SS:

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Cellucap Manufacturing Co., a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

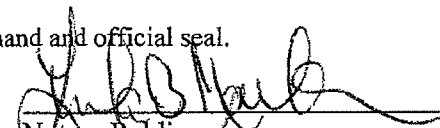
My commission expires:

LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON) SS:

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Disposables Management, Inc., an Ohio corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

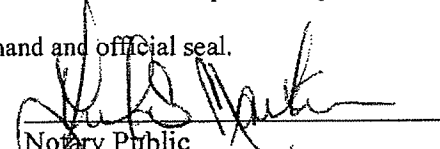
My commission expires:

LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON) SS:

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of _____, the general partner of Franklin Disposables Limited Partnership, an Ohio limited partnership and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation in its capacity as general partner of said limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

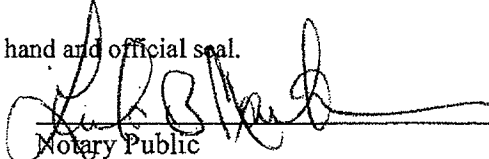
My commission expires:

LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON) ss:

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Melco, Inc., a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

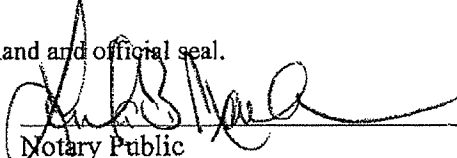


Notary Public

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON) ss: LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Cellunet Manufacturing Company, a Pennsylvania general partnership, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said general partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

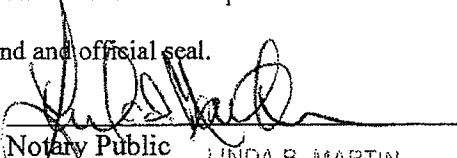


Notary Public

STATE OF NEW JERSEY)
)
COUNTY OF BURLINGTON) ss: LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of Mexicap Incorporated, a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014

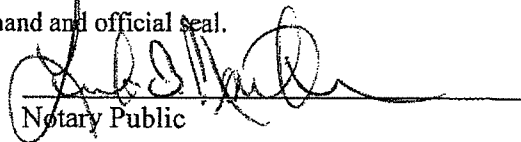
STATE OF NEW JERSEY)

) ss:

COUNTY OF BURLINGTON)

On this, the 30th day of September, 2011, before me, a Notary Public, the undersigned officer, personally appeared Henry H. Wagenfeld, who acknowledged himself/herself to be the Executive Vice President of DISCO Acquisition Corp., a Pennsylvania corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

LINDA B. MARTIN
A Notary Public of New Jersey
My Commission Expires March 1, 2014