

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:	NewSpring SBIC Mezzanine Capital II, L.P.		
Street Address:	555 E. Lancaster Ave., Suite 444		
Internal Address:	Radnor Financial Ctr.		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 10			
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:	85432047	CELLUCAP	
CORRESPONDENCE DATA			
Fax Number:	(215)965-1331		
Phone:	215-965-1257		

CH \$265.00 2249703

900203748

**TRADEMARK
 REEL: 004635 FRAME: 0454**

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: 8

source=NewSpring TM Security Agreement#page1.tif
source=NewSpring TM Security Agreement#page2.tif
source=NewSpring TM Security Agreement#page3.tif
source=NewSpring TM Security Agreement#page4.tif
source=NewSpring TM Security Agreement#page5.tif
source=NewSpring TM Security Agreement#page6.tif
source=NewSpring TM Security Agreement#page7.tif
source=NewSpring TM Security Agreement#page8.tif

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO A SUBORDINATION AGREEMENT, DATED AS OF SEPTEMBER 30, 2011 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT"), AMONG THE BORROWERS, THE LENDER AND PNC BANK, NATIONAL ASSOCIATION.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") made as of September 30, 2011 by **CELLUCAP MANUFACTURING CO.**, a Pennsylvania corporation ("Cellucap") and **DISCO ACQUISITION CORP.**, a Pennsylvania corporation ("DISCO"; and, together with Cellucap, each a "Grantor" and, collectively, the "Grantors"), in favor of **NEWSRING SBIC MEZZANINE CAPITAL II, L.P.**, a Delaware limited partnership (the "Lender").

WITNESSETH

WHEREAS, the Grantors, Disposables Management, Inc., Franklin Disposables Limited Partnership, Melco, Inc., Cellunet Manufacturing Company, Mexicap Incorporated and Lender are parties to that certain Senior Subordinated Note and Warrant Purchase Agreement dated as of September 30, 2011 (as heretofore or hereafter amended, restated, supplemented or modified from time to time, the "Purchase Agreement") providing for the senior subordinated loan to be made to Grantors by Lender; and

WHEREAS, each Grantor has granted to the Lender, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by such Grantor's copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Purchase Agreement.

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

1. Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender and hereby reaffirms its prior grant pursuant to the Purchase Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

1. each trademark, patent and copyright listed opposite its name on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

2. all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed opposite such Grantor's name on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

[SIGNATURE TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CELLUCAP MANUFACTURING CO.

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld
Title: Executive Vice President

DISCO ACQUISITION CORP.

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld
Title: Executive Vice President

(“Grantors”)

ACCEPTED BY:

**NEWSPRING SBIC MEZZANINE CAPITAL
II, L.P.**

By: NSM SBIC II GP, L.P.
Its General Partner

By: NSM SBIC II GP, LLC
Its General Partner

By: _____
Name: Steven D. Hobman
Title: President

(“Lender”)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CELLUCAP MANUFACTURING CO.

By: _____
Name:
Title: Executive Vice President

DISCO ACQUISITION CORP.

By: _____
Name:
Title: Executive Vice President


(**Grantors**)

ACCEPTED BY:

**NEWSRING SBIC MEZZANINE CAPITAL
II, L.P.**

**By: NSM SBIC II GP, L.P.
Its General Partner**

**By: NSM SBIC II GP, LLC
Its General Partner**

By:  _____
Name: Steven D. Hobman
Title: President

(**Lender**)

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Status	Registration #	Registration Date
GRILBRIK	Registered	2249703	01-Jun-1999
FILTER BRITE	Registered	2521997	25-Dec-2001
FRESHWAY	Registered	1281153	12-Jun-1984
GRILBRIK	Registered	2305569	04-Jan-2000
DISCO	Registered	1366141	22-Oct-1985
BIG BOSS	Registered	717303	20-Jun-1961
VANQUISH	Registered	1136556	3-Jun-1980
PINOSAN	Registered	890740	12-May-1970
LIQUI-GRILL	Registered	3918020	8-Feb-2011

PENDING TRADEMARK APPLICATIONS

Trademark	Status	Serial #	Application Date
"CELLUCAP and Design"	Applied	85/432047	26-Sept-2011

DESIGN PATENT REGISTRATIONS

[None.]

COPYRIGHTS

[None.]

POWER OF ATTORNEY

On this September 30th, 2011, **CELLUCAP MANUFACTURING CO.**, a Pennsylvania corporation ("Cellucap") and **DISCO ACQUISITION CORP.**, a Pennsylvania corporation ("DISCO"; and, together with Cellucap, each a "Grantor" and, collectively, the "Grantors"), hereby authorize **NEWSRING SBIC MEZZANINE CAPITAL II, L.P.**, its successors and assigns, and any officer or agent thereof (the "Lender"), under the Senior Subordinated Note and Warrant Purchase Agreement among the Lender, the Grantors, Disposables Management, Inc., Franklin Disposables Limited Partnership, Melco, Inc., Cellunet Manufacturing Company, and Mexicap Incorporated, dated as of September 30, 2011 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Purchase Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Purchase Agreement) as the true and lawful attorney-in-fact of each Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement between such Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any Trademarks, Patents and Copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents or copyrights in the United States Patent and Trademark Office, United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Intellectual Property Security Agreement, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Purchase Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Purchase Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney, as of the date first set forth above.

CELLUCAP MANUFACTURING CO.

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld
Title: Executive Vice President

DISCO ACQUISITION CORP.

By: Henry H. Wagenfeld
Name: Henry H. Wagenfeld
Title: Executive Vice President

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT)

SL1 1099825v2 101921.00009

RECORDED: 10/04/2011

TRADEMARK
REEL: 004635 FRAME: 0463