

## 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
AAPER Alcohol and Chemical Company		12/15/2011	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Computershare Trust Company of Canada		
Street Address:	100 University Avenue		
Internal Address:	9th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2Y1		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2163556	THE PERFECT SOLUTION	
Registration Number:	2169139	AAPER ALCOHOL	
Registration Number:	2169161	THE CLEAR LEADER	
CORRESPONDENCE DATA			
Fax Number:	(310)229-1972		
Phone:	3107881272		
Email:	jehrich@kayescholer.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Judi Ehrlich c/o Kaye Scholer LLP		
Address Line 1:	1999 Avenue of the Stars		
Address Line 2:	17th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	2021 V. GILBERT		

CH \$90.00 2163556

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Judi Ehrlich
Signature:	/s/ Judi Ehrlich
Date:	12/16/2011

Total Attachments: 6

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**TRADEMARK SECURITY AGREEMENT**

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "*Agreement*"), dated as of December 15, 2011, by AAPER Alcohol and Chemical Company, a Kentucky corporation (the "*Grantor*"), in favor of Computershare Trust Company of Canada, as collateral agent under the hereinafter defined Collateral Agency Agreement (in such capacity, the "*Collateral Agent*").

**WITNESSETH:**

WHEREAS, Collateral Agent, Grantor and certain of its affiliates and the Secured Creditors from time to time party thereto have entered into that certain Intercreditor and Collateral Agency Agreement dated as of December 15, 2011 (as the same may be may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Collateral Agency Agreement*");

WHEREAS, to secure the payment and performance of the Obligations (as defined in the Collateral Agency Agreement), Grantor and Collateral Agent have entered into that certain Security Agreement dated as of December 15, 2011 (as the same may be may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, to further secure its present and future Obligations, Grantor wishes to grant a specific security in respect of the Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due and punctual performance and payment of its Obligations, Grantor does hereby mortgage, pledge and hypothecate to Collateral Agent for the benefit of the Secured Creditors a security interest in all of the following property (the "*Trademark Collateral*"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would

void or invalidate such trademark, service mark or other mark), including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and any corresponding offices in other countries in the world (all of the foregoing items in this clause A being collectively called a "*Trademark*"), including, without limitation, those referred to in Exhibit A hereto;

B. all Trademark licenses (including those, if any, referred to in Exhibit A hereto), and all income and royalties with respect to such licenses;

C. all renewals, reissues, continuations, extensions or the like of any trademarks, service marks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses A and B;

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of Grantor and symbolized by the items described in clauses A and B;

E. all rights of action on account of past, present and future unauthorized use of any Trademarks and for infringement of said Trademarks and like protection, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license;

F. the right to file and prosecute registration of Trademarks and service marks on any of said trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world; and

G. all proceeds of any and all of the foregoing, including, without limitation, license royalties, rights to payment, accounts and proceeds of infringement suits.

SECTION 3. Governing Document. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Collateral Agent with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 4. Security Document. This Agreement is a Security Document subject to and for the purposes of the Collateral Agency Agreement.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF KENTUCKY, AS MORE FULLY SET FORTH IN SECTION 10 OF THE SECURITY AGREEMENT, WHICH SECTION 10 IS INCORPORATED HEREIN BY

THIS REFERENCE AS THOUGH SET FORTH FULLY HEREIN, *MUTATIS MUTANDIS*, SUBJECT HOWEVER TO THE APPLICABILITY OF UNITED STATES FEDERAL LAW.

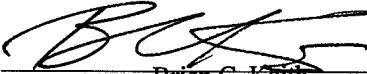
SECTION 6. Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

*[Signatures appear on the next page.]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

AAPER ALCOHOL AND CHEMICAL  
COMPANY

By:   
Name: Brian C. Keith  
Title: Secretary

Accepted and Agreed:

**COLLATERAL AGENT:**

COMPUTERSHARE TRUST COMPANY OF  
CANADA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTOR:**

AAPER ALCOHOL AND CHEMICAL  
COMPANY

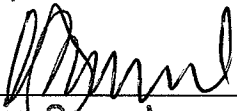
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed:

**COLLATERAL AGENT:**

COMPUTERSHARE TRUST COMPANY OF  
CANADA

By:   
Name: Daniel Marz  
Title: Corporate Trust Officer

By:   
Name: Ann Samuel  
Title: Associate Trust Officer

**EXHIBIT A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Date of Registration/</b>	<b>Registration No.</b>
"The Perfect Solution"	6/9/1998	2,163,556
"Aaper Alcohol"	6/30/1998	2,169,139
"The Clear Leader"	6/30/1998	2,169,161