

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
MFC Capital Funding Inc.		12/12/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One U.S. Bank Plaza
Internal Address:	SL-MO-T12M
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2093692	CARD MASTER
Registration Number:	2373116	PERRINCRAFT
Registration Number:	2747862	EASY TOUCH
Registration Number:	2402669	TWISTER
Registration Number:	3966521	SMART-CUT
Serial Number:	76694813	POWERGLIDE
Serial Number:	76694814	
Registration Number:	3709007	THE DISPENSING SYSTEMS PEOPLE
Registration Number:	3934643	INNOVA
Serial Number:	77728379	DISPENSING DYNAMICS INTERNATIONAL
Registration Number:	3966522	

CORRESPONDENCE DATA

Fax Number: (314)259-2020

CH \$290.00 2093692

Email: benjamin.sodey@bryancave.com

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

Correspondent Name: Benjamin J. Sodey

Address Line 1: Bryan Cave LLP

Address Line 2: 211 N. Broadway, Suite 3600

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0328023
NAME OF SUBMITTER:	Benjamin J. Sodey
Signature:	/Benjamin J. Sodey/
Date:	12/16/2011

Total Attachments: 5

source=SI_TM#page1.tif

source=SI_TM#page2.tif

source=SI_TM#page3.tif

source=SI_TM#page4.tif

source=SI_TM#page5.tif

ASSIGNMENT OF SECURITY INTEREST (TRADEMARKS)

Reference is made to that certain Trademark Security Agreements dated as of January 26, 2009, and June 8, 2010 (as amended from time to time, the "Security Agreements"), made by PERRIN MANUFACTURING COMPANY, a California corporation, now known as **DISPENSING DYNAMICS INTERNATIONAL** (the "Debtor"), in favor of **MFC CAPITAL FUNDING INC.** as agent (the "Existing Agent"), for the Lenders referred to therein (the "Secured Parties"); and

WHEREAS, an executed copy of the Security Agreements were recorded in the United States Patent and Trademark Office on February 12, 2009, or July 20, 2010, at the Reel and Frame numbers set forth on Schedule A attached hereto; and

WHEREAS, the Existing Agent has assigned its rights under the Security Agreements to **U.S. BANK NATIONAL ASSOCIATION**, as successor agent (the "New Agent"), under and pursuant to a Collateral Assignment Agreement dated as of December 12, 2011 among the Existing Agent, the New Agent and certain other entities (the "Collateral Assignment");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Existing Agent and the New Agent hereby agree as follows:

1. The Existing Agent (a) assigns to the New Agent all of the Existing Agent's right, title and interest in and to any and all liens and security interests granted pursuant to the Security Agreements in the trademarks which are described more fully on Schedule A attached hereto (the "Trademark Collateral"); and (b) authorizes and requests the United States Patent and Trademark Office to note and record the existence of the assignment hereby given.

2. This Assignment of Security Interest (Trademarks) is referred to herein as this "Assignment" and is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment is for the sole benefit of MFC and USB and their respective successors and assigns, and is not for the benefit, directly or indirectly, of any other Person.

3. This Assignment is executed and delivered pursuant to the Transfer Agreement (as such term is defined in the Collateral Assignment) and is subject to the terms of the Transfer Agreement and the Collateral Assignment which are incorporated herein by reference; without limiting the provisions of this Assignment, the Trademark Collateral, the Security Agreements or the other Transfer Documents (as such term is defined in the Transfer Agreement), no MFC Party makes any representation or warranty as to any matter relating to this Assignment or the Transfer Agreement and the assignment provided for by this Assignment shall be without representation or warranty and without recourse to any MFC Party.

4. Whenever in this Assignment there is reference made to any of the parties hereto, such reference shall be deemed to include, wherever applicable, a reference to the successors and assigns of such party, and the provisions of this Assignment shall be binding upon and shall inure to the benefit of said successors and assigns. The terms of this Assignment shall be enforceable solely by the parties hereto and may not be relied upon by any other Person.

5. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the

extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

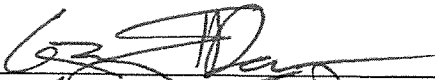
6. This Assignment shall be governed and construed in accordance with, and any dispute between the parties hereto arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Assignment, and whether arising in contract, tort, equity, or otherwise, shall be resolved in accordance with, the internal laws and not the conflicts of law provisions of the State of Illinois.

7. This Assignment may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Assignment by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Existing Agent has caused this Assignment to be signed by its duly authorized officer as of the ____ day of December, 2011.

MFC CAPITAL FUNDING INC., as Existing Agent

By: 
Name: Gregory T. Dames
Title: Managing Director

CONSENTED TO AND AGREED:

DISPENSING DYNAMICS INTERNATIONAL

By: _____
Name: _____
Title: _____

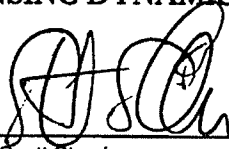
IN WITNESS WHEREOF, the Existing Agent has caused this Assignment to be signed by its duly authorized officer as of the ____ day of December, 2011.

MFC CAPITAL FUNDING INC., as Existing Agent

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED:

DISPENSING DYNAMICS INTERNATIONAL

By:  _____
Name: Scott Strachan
Title: Chief Financial Officer & Secretary

SCHEDULE A

U.S. Trademarks and Trademark Applications

Mark	Registration No.	Registration Date	Application No.	Filing Date	Reel/Frame
"CARD MASTER" & DESIGN	2,093,692	9/2/1997	75/087,452	4/12/1996	3550/0404 3935/0405
"PERRINCRAFT"	2,373,116	8/1/2000	75/085,330	4/8/1996	3550/0404 3935/0405
"EASY TOUCH"	2,747,862	8/5/2003	76/120,347	9/1/2000	3550/0404 3935/0405
"TWISTER"	2,402,669	11/7/2000	75/587,514	11/12/1998	3550/0404 3935/0405
SMART-CUT	3,966,521	5/24/2011	76/694,812	12/15/2008	3935/0405
DESIGN MARK (Triangles)	3,966,522	5/24/2011	76/694,815	12/15/2008	3935/0405
POWERGLIDE	-	-	76/694,813	12/15/2008	3935/0405
DESIGN MARK (Circular)	-	-	76/694,814	12/15/2008	3935/0405
THE DISPENSING SYSTEMS PEOPLE	3,709,007	11/10/2009	76/683,994	11/13/2007	3935/0405
INNOVA	3,934,643	3/22/2011	76/700,269	11/9/2009	4245/0145
DISPENSING DYNAMICS INTERNATIONAL	-	-	77/728,379	5/4/2009	4245/0145