

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whitlock Packaging Corporation		01/18/2012	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	ING Capital LLC		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75935855	X ADE XTREME THIRST QUENCHER GET IT BACK!	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.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:	Vicky Walker, Patton Boggs LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	012639.0122		
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist		
Signature:	/Vicky Walker/		
Date:	01/25/2012		

OP \$40.00 75935855

Total Attachments: 14

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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This First Amendment to Trademark Security Agreement (the "Amendment"), dated as of January 18, 2012 is made by and between Whitlock Packaging Corporation, an Oklahoma corporation ("Borrower"), and ING Capital LLC, a Delaware limited liability company, as agent for the Lenders described below (together with its successors and assigns, in such capacity, "Agent").

Recitals

A. Pursuant to that certain Loan and Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, the "Loan Agreement") dated as of August 16, 2011, by and among Borrower, Agent and the other financial institutions from time to time party thereto (collectively, the "Lenders"), Agent and the Lenders have extended credit to or for the benefit of Borrower.

B. Borrower and Agent entered into that certain Trademark Security Agreement, dated as of August 16, 2011 (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, the "Trademark Security Agreement"), a copy of which is attached hereto as Exhibit A.

C. Borrower and Agent now wish to amend, modify and supplement the Trademark Security Agreement, as more particularly set forth in this Amendment.

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the Trademark Security Agreement or the Loan Agreement (as applicable).

2. Amendment to Exhibit A. Exhibit A to the Trademark Security Agreement is hereby amended to add thereto the Trademark set forth on Annex I to this Amendment.

3. Ratifications; Representations and Warranties.

(a) The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Trademark Security Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Trademark Security Agreement are ratified and confirmed and shall continue in full force and effect.

(b) This Amendment constitutes a legal, valid and binding obligation of Borrower, and is fully enforceable in accordance with its terms, except as enforceability

may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Amendment and the fulfillment of and compliance with the terms and provisions hereof, will not conflict with, or result in a breach of the terms, conditions or provisions of or constitute a default under any agreement or instrument to which Borrower is now a party or by which Borrower is bound.

4. Miscellaneous.

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to Agent under the Loan Agreement. The rights and remedies of Borrower and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement or the other Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURES PAGES FOLLOW]

AGENT:

ING CAPITAL LLC

By: _____

Name: William B. Redmond

Title: Managing Director

STATE OF New York)
)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 18th day of January, 2012, by William B. Redmond, a Managing Director of ING Capital LLC, a Delaware limited liability company, on behalf of such company.

Kathleen Mangual
Notary Public

KATHLEEN MANGUAL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MA6083782
Qualified in New York County
Commission Expires April 20, 2015

ANNEX I
TO FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS AND REGISTRATIONS

TRADEMARK	COUNTRY	STATUS	SERIAL NO./FILING DATE	REGISTRATION NO. / REGISTRATION DATE
X ADE XTREME THIRST QUENCHER GET IT BACK! (Design plus words mark)	USA	Registered	75/935,855 – 3/6/2000	2,747,704 – 8/5/2003

EXHIBIT A
TO FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement

(See attached)

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of August 16, 2011 is made by and between Whitlock Packaging Corporation, an Oklahoma corporation ("Borrower"), and ING Capital LLC, a Delaware limited liability company, as agent for the Lenders described below (together with its successors and assigns, in such capacity, "Agent").

Recitals

A. Pursuant to that certain Loan and Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, the "Loan Agreement") dated the same date as this Agreement, by and among Borrower, Agent and the other financial institutions from time to time party thereto (collectively, the "Lenders"), Agent and the Lenders have agreed, subject to the terms and conditions set forth therein, to extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of Borrower, Agent and the Lenders have required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's (excluding anything owned by a customer of Borrower) right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants to Agent, for the benefit of the Lenders, a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. Borrower authorizes and requests that the

Commissioner for Trademarks and any other applicable governmental authority record this Agreement.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** Borrower is duly incorporated, validly existing and in good standing under the laws of the State of Oklahoma, and this Agreement has been duly and validly authorized by all necessary action on the part of Borrower.

(b) **Trademarks.** Exhibit A accurately lists all state, United States and foreign Trademarks owned or controlled by Borrower as of the date hereof which have been registered by Borrower and accurately reflects the existence and status of such registered Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations). If after the date hereof, Borrower owns or controls any registered Trademarks not listed on Exhibit A (other than marks which are not material to Borrower's or any of its Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Agent with a replacement Exhibit A, which upon acceptance by Agent shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate of Borrower owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrower, constitute Trademarks. If after the date hereof any Affiliate of Borrower owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrower; or (ii) notify Agent of such item(s) and cause such Affiliate to execute and deliver to Agent a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Borrower has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Encumbrances. Borrower (i) to the best of its knowledge, will have, at the time Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Encumbrances, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Encumbrances.

(e) **No Sale.** Except as permitted in the Loan Agreement, Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Agent's prior written consent.

(f) **Defense.** Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Encumbrances.

(g) **Maintenance.** Borrower will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent: (i) sufficient written notice, of at least thirty (30) days, to allow Agent to timely pay any such maintenance fees or annuities which may become due on Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Agent's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives Borrower written notice thereof, or if Borrower notifies Agent that it intends to abandon a Trademark, Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Agent's option, in Agent's own name, for the benefit of the Lenders) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent in connection with or as a result of Agent's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Agent at the Default Rate.

(j) **Power of Attorney.** To facilitate Agent's taking action under subsection (i) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Agent, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement and all obligations of Lenders to extend credit to Borrower thereunder has been terminated as

provided therein and the indefeasible payment in full in cash and performance of all Obligations.

4. Borrower's Use of the Trademarks. Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Agent may, at its option, take any or all of the following actions:

(a) Agent may exercise any or all remedies available under the Loan Agreement.

(b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Agent may enforce the Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Agent shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Agent and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Agent, and Borrower waives notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair

the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement signed by Borrower or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of the state of New York, without regard to conflicts of law principles (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations Law). If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

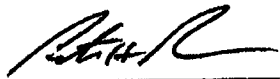
8. THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

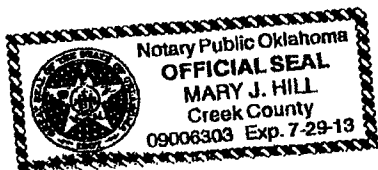
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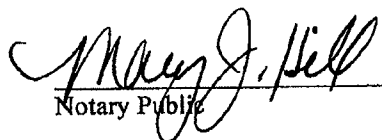
WHITLOCK PACKAGING CORPORATION

By: 
Name: Peter H. Rosso
Title: President

STATE OF Oklahoma
COUNTY OF Tulsa }

The foregoing instrument was acknowledged before me this 5th day of August, 2011, by Peter H. Rosso, the President of Whitlock Packaging Corporation, an Oklahoma corporation, on behalf of such corporation.




Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ING CAPITAL LLC

By: _____

Name: William B. Redmond

Title: Managing Director

STATE OF TEXAS)

COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 12th day of August, 2011, by William B. Redmond, a Managing Director of ING Capital LLC, a Delaware limited liability company, on behalf of such company.



Susanne Hayes
Notary Public

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS AND REGISTRATIONS

TRADEMARK	COUNTRY	STATUS	SERIAL NO./FILING DATE	REGISTRATION NO. ISSUE DATE
COMBAT and Design	USA	Registered	77/420,189 - 3/12/08	3,677,351 - 9/1/09
BAD and Design	USA	Pending	85/276,129 - 3/24/11	
COMBAT and Design	USA	Pending	77/431,744 - 3/26/08	
EEZ and Circular Design	USA	Pending	77/629,517 -- 12/9/08	
FRUTITO	USA	Pending	85/172,661 - 11/9/10	

Whitlock - Trademark Security Agreement
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