

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
Dispensing Dynamics International		02/29/2012	CORPORATION: CALIFORNIA

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: MISSOURI

PROPERTY NUMBERS Total: 12

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
Registration Number:	3966522	
Serial Number:	77728379	DISPENSING DYNAMICS INTERNATIONAL
Serial Number:	85241765	DISPENSING DYNAMICS INTERNATIONAL
Registration Number:	3934643	INNOVA
Registration Number:	4084553	POWER-BAR
Serial Number:	85023336	SELECTRIC
Registration Number:	3709007	THE DISPENSING SYSTEMS PEOPLE

CORRESPONDENCE DATA

900216547

TRADEMARK
 REEL: 004731 FRAME: 0089

CH \$315.00 2093692

Fax Number: (314)259-2020
Email: kahonold@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:	03/06/2012

Total Attachments: 5
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EXECUTION VERSION

**TRADEMARK SECURITY AGREEMENT
MADE BY DDI IN FAVOR OF ADMINISTRATIVE AGENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 29, 2012, is made by **Dispensing Dynamics International**, a California corporation (the "Company") in favor of **U.S. Bank National Association**, a national banking association, as administrative agent (in such capacity, the "Administrative Agent" for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

RECITALS

WHEREAS, the Company, the Lenders and the Administrative Agent have entered into a Credit Agreement dated as of February 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans to the Company;

WHEREAS, the Company, DDI Group, LLC, a Delaware limited liability company ("DDI Group"), The Colman Group, Inc. ("Colman"), San Jamar – Chef Revival EMEA, Inc., a Wisconsin corporation ("Chef Revival"), San Jamar Mexico, LLC, a Wisconsin limited liability company ("San Jamar Mexico"), and San Jamar – Chef Revival Canada, Inc., a Wisconsin corporation ("San Jamar Canada") (collectively, the "Obligors") and the Administrative Agent have entered into a Pledge and Security Agreement dated as of February 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to the Administrative Agent, for the benefit of itself and the Lenders, security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Administrative Agent, for the benefit of itself and the Lenders, security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;

- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses unless, but only for so long as, the grant of such security interest shall constitute or result in a breach, termination or default under any of the foregoing, other than to the extent that any such breach would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-408 of the New York UCC; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the Security Agreement).

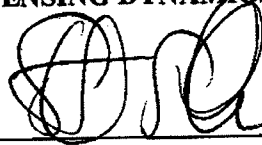
This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Loan Documents. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Company to evidence and record the release of the security interest in the Trademark Collateral granted herein.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of the Company and the Administrative Agent hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DISPENSING DYNAMICS INTERNATIONAL



By: _____
Name: Scott Strachan
Title: President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

Mark	Owner	Registration No.	Registration Date	Application No.	Filing Date
CARD MASTER & DESIGN	Dispensing Dynamics International	2093692	9/2/1997	75/087452	4/12/1996
PERRINCRAFT	Dispensing Dynamics International	2373116	8/1/2000	75/085330	4/8/1996
EASY TOUCH	Dispensing Dynamics International	2747862	8/5/2003	76/120347	9/1/2000
TWISTER	Dispensing Dynamics International	2402669	11/7/2000	75/587514	11/12/1998
SMART-CUT	Dispensing Dynamics International	3966521	5/24/2011	76/694812	12/15/2008
DESIGN MARK (Triangles)	Dispensing Dynamics International	3966522	5/24/2011	76/694815	12/15/2008
DISPENSING DYNAMICS INTERNATIONAL	Dispensing Dynamics International	-	-	77/728379 (ITU)	5/4/2009
DISPENSING DYNAMICS INTERNATIONAL	Dispensing Dynamics International	-	-	85/241765 (ITU)	2/14/2011
INNOVA	Dispensing Dynamics International	3934643	3/22/2011	76/700269	11/9/2009
POWER-BAR	Dispensing Dynamics International	4084553	1/10/2012	85/023297	4/26/2010
SELECTRIC	Dispensing Dynamics International	-	-	85/023336 (ITU)	4/26/2010
THE DISPENSING SYSTEMS PEOPLE	Dispensing Dynamics International	3709007	11/10/2009	76/683994	11/13/2007

Foreign Trademark Registrations and Applications

Mark	Country	Owner	Registration No.	Registration Date	Application No.	Filing Date
DISPENSING DYNAMICS INTERNATIONAL	Canada	Dispensing Dynamics International	-		1451111	9/9/2009