

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
DISTRIBUTION INTERNATIONAL, INC.		05/01/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	712 Main Street
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Association Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1897510	NEPTUNE
Serial Number:	85565642	DURO TEMP
Serial Number:	85565647	ADD-A-PORT
Serial Number:	85565655	QUIK-WRAP
Serial Number:	85565682	CRYO-JAC
Serial Number:	85565690	HEAT HOLDER
Serial Number:	85565706	FITS-ALL

CORRESPONDENCE DATA

Fax Number: 7132233717
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 713-226-1200
 Email: hoip@lockelord.com
 Correspondent Name: LOCKE LORD LLP
 Address Line 1: 600 Travis

CH \$190.00 1897510

Address Line 2: Suite 2800
Address Line 4: Houston, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER:	0007002-04354
NAME OF SUBMITTER:	Danny Vara
Signature:	/Danny Vara/
Date:	05/03/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 1, 2012, by and between **DISTRIBUTION INTERNATIONAL, INC.**, a Delaware corporation ("Grantor") and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 1, 2012 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among DISTRIBUTION INTERNATIONAL, INC., a Delaware corporation, and THORPE PRODUCTS COMPANY, a Texas corporation (collectively, herein called "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders") and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include, and this Agreement shall not, at any time, constitute an assignment of, or a grant of a security interest in, any property that is, at such time, any Excluded Assets.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Administrative Agent, the Lenders or any of them whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method (e.g. via email in portable document file

format) of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

7. **CONSTRUCTION.** This Agreement is a Loan Document. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. **CHOICE OF LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).**

9. **INCORPORATION OF CREDIT AGREEMENT PROVISIONS.** Sections 9.09 and 9.10 of the Credit Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.


10. **INTERCREDITOR AGREEMENT.** Notwithstanding anything herein to the contrary, the lien and security interest granted to Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by Administrative Agent hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of May 1, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor and Subordination Agreement**”), among JPMorgan Chase Bank, N.A., as Senior Credit Facility Administrative Agent and Chase Capital Corporation, as Subordinate Credit Facility Administrative Agent and the Loan Parties (as defined therein) from time to time a party thereto and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor and Subordination Agreement and this Agreement, the terms of the Intercreditor and Subordination Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

DISTRIBUTION INTERNATIONAL, INC.,
a Delaware corporation

By: 

Douglas A. Waugaman, President
and Chief Executive Officer

[SIGNATURE PAGE TO DI TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004771 FRAME: 0424

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *Laura Woodward*
Name: Laura Woodward
Title: Officer

[SIGNATURE PAGE TO DI TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Jurisdiction	Mark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	NEPTUNE	Distribution International, Inc.	74/473957	12/28/1993	1,897,510	06/06/1995
Louisiana	NEPTUNE	Distribution International, Inc.			Book # 51-1188	06/24/1993
United States	DURO TEMP	Distribution International, Inc.	85565642	03/09/2012	Pending	Pending
United States	ADD-A-PORT	Distribution International, Inc.	85565647	03/09/2012	Pending	Pending
United States	QUIK-WRAP	Distribution International, Inc.	85565655	03/09/2012	Pending	Pending
United States	CRYO-JAC	Distribution International, Inc.	85565682	03/09/2012	Pending	Pending
United States	HEAT HOLDER	Distribution International, Inc.	85565690	03/09/2012	Pending	Pending
United States	FITS-ALL	Distribution International, Inc.	85565706	03/09/2012	Pending	Pending

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

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Licenses of Trademarks

None.

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