

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
Delcor Asset Corporation		07/12/2012	CORPORATION: DELAWARE
Denco Asset, LLC		07/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	75143759	DENAVIR
Serial Number:	75194870	DENAVIR
Serial Number:	75161089	DENAVIR
Serial Number:	85632162	
Serial Number:	85631988	DENAVIR

CORRESPONDENCE DATA

Fax Number: 4044435697
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 704-343-2335
 Email: lallen@mcguirewoods.com
 Correspondent Name: My Ngo, Esq.
 Address Line 1: McGuireWoods LLP
 Address Line 2: 1230 Peachtree Street N.E., Suite 2100

OP \$140.00 75143759

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2060236-0076 PROJECT SPUR

NAME OF SUBMITTER: Latosha E. Allen

Signature: /Latosha E. Allen/

Date: 07/12/2012

Total Attachments: 5

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 12, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of July 12, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the US Borrowers, Canadian Borrowers, US Guarantors, Holdings, the other Credit Parties signatory thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this U.S. Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and

interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals of the foregoing; and

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this U.S. Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This U.S. Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This U.S. Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

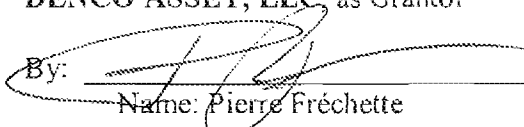
IN WITNESS WHEREOF, each Grantor has caused this U.S. Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DELCOR ASSET CORPORATION, as Grantor

By: 
Name: Pierre Fréchette
Title: President

DENCO ASSET, LLC, as Grantor

By: 
Name: Pierre Fréchette
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Kevin S. Blitz
Title: Duly Authorized Signatory

SCHEDULE I
TO
U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

DENAVIR	US	75143759	01 Aug 1996	Registered	Denco Asset LLC
DENAVIR	US	75194870	08 Nov 1996	Registered	Denco Asset LLC
DENAVIR (Logo/Red V)	US	75161089	05 Sep 1996	Registered	Denco Asset LLC

2. TRADEMARK APPLICATIONS

SWIRL/WAVE DESIGN (Packaging – Stylized)	US	85/632,162	22 May 2012	Pending	Denco Asset LLC
DENAVIR & SWIRL/WAVE DESIGN (Packaging – Stylized)	US	85/631,988	22 May 2012	Pending	Denco Asset LLC

3. IP LICENSES