

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST																
<b>CONVEYING PARTY DATA</b>																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Monson Companies, Inc.</td> <td></td> <td>07/27/2012</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Ribelin Sales, Inc.</td> <td></td> <td>07/27/2012</td> <td>CORPORATION: TEXAS</td> </tr> <tr> <td>P. T. Hutchins Company, Ltd.</td> <td></td> <td>07/27/2012</td> <td>CORPORATION: CALIFORNIA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Monson Companies, Inc.		07/27/2012	CORPORATION: DELAWARE	Ribelin Sales, Inc.		07/27/2012	CORPORATION: TEXAS	P. T. Hutchins Company, Ltd.		07/27/2012	CORPORATION: CALIFORNIA	
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P. T. Hutchins Company, Ltd.		07/27/2012	CORPORATION: CALIFORNIA														
<b>RECEIVING PARTY DATA</b>																	
Name:	Wells Fargo Bank, National Association																
Street Address:	One Boston Place																
Internal Address:	18th Floor																
City:	Boston																
State/Country:	MASSACHUSETTS																
Postal Code:	02108																
Entity Type:	National Association: UNITED STATES																
<b>PROPERTY NUMBERS Total: 3</b>																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3922952</td> <td>C COMPLETE</td> </tr> <tr> <td>Registration Number:</td> <td>3415715</td> <td>ARCTIC EDGE</td> </tr> <tr> <td>Registration Number:</td> <td>1572629</td> <td>R</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3922952	C COMPLETE	Registration Number:	3415715	ARCTIC EDGE	Registration Number:	1572629	R					
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Registration Number:	3415715	ARCTIC EDGE															
Registration Number:	1572629	R															
<b>CORRESPONDENCE DATA</b>																	
Fax Number: 6175024041																	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																	
Phone: 6172484041																	
Email: rchase@choate.com																	
Correspondent Name: Rachel Chase																	
Address Line 1: Two International Place																	
Address Line 2: Choate, Hall & Stewart																	
Address Line 4: Boston, MASSACHUSETTS 02110																	

OP \$90.00 3922952

ATTORNEY DOCKET NUMBER:	2009985-0007
NAME OF SUBMITTER:	Rachel Chase
Signature:	/rsc/
Date:	08/09/2012
<p>Total Attachments: 6 source=IP Grant#page1.tif source=IP Grant#page2.tif source=IP Grant#page3.tif source=IP Grant#page4.tif source=IP Grant#page5.tif source=IP Grant#page6.tif</p>	

## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), dated as of July 27, 2012, by and among, Monson Companies, Inc., a Delaware corporation, Ribelin Sales, Inc, a Texas corporation, and P. T. Hutchins Company, Ltd., a California corporation (each a "Grantor", and collectively, the "Grantors"), and Wells Fargo Bank, National Association, in its capacity as administrative agent (the "Administrative Agent") for the Lenders party to the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among KODA Distribution Group, Inc., C.L. Zimmerman Co. of Delaware, Inc., P.T. Hutchins Company, Ltd., and the Grantors (collectively, the Borrowers), the other Loan Parties (as defined therein) thereto, the Lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent, each Grantor granted to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral and Patent Collateral (each as defined below), whether now owned, or hereafter acquired by Grantor to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral, Patent Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral and Patent Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

#### **Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### **Section 2. Grant of Security Interest in Trademarks**

Each Grantor hereby pledges and grants to the Administrative Agent a lien on and a security interest in and to all of its right, title and interest in, to and under (i) the Trademarks, including the Trademarks listed on Schedule A, in each case whether now owned or hereafter acquired but excluding any Excluded Property (collectively, the "Trademark Collateral") and (ii) the Patents, including the

Patents listed on Schedule B, in each case whether now owned or hereafter acquired but excluding any Excluded Property (collectively, the "Patent Collateral" and, together with the Trademark Collateral, the "IP Collateral").

### **Section 3. Security for Obligations**

This Agreement secures, and IP Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

### **Section 4. Security Agreement**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the IP 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

### **Section 5. Recordation**

Each Grantor hereby authorizes and requests that the Commissioner for Trademarks and Patents and any other applicable United States government officer record this Agreement.

### **Section 6. Termination**

Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall, at the Grantors' expense, execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the IP Collateral.

### **Section 7. Miscellaneous**

This Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTORS:

MONSON COMPANIES, INC.

By: Charles P. Walkovich  
Name: Charles P. Walkovich  
Title: Treasurer

RIBELIN SALES, INC.

By: Charles P. Walkovich  
Name: Charles P. Walkovich  
Title: Treasurer

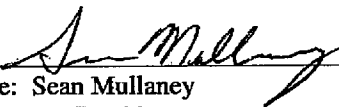
P. T. HUTCHINS COMPANY, LTD.

By: Charles P. Walkovich  
Name: Charles P. Walkovich  
Title: Treasurer

[Signature Page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By:   
Name: Sean Mullaney  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004840 FRAME: 0013**

**SCHEDULE A**  
**TO**  
**TRADEMARK AND PATENT SECURITY AGREEMENT**

**U.S. REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark</u>
P.T. Hutchins Company, Ltd.	3922952	2/22/11	C CEMPLETE (STYLIZED/DESIGN)
Monson Companies, Inc.	3415715	4/22/2008	Arctic Edge
Ribelin Sales, Inc.	1572629	12/19/89	"R" (Ribelin design mark

**SCHEDULE B**  
**TO**  
**TRADEMARK AND PATENT SECURITY AGREEMENT**

**U.S. REGISTERED PATENTS AND PENDING PATENT APPLICATIONS**

<u>Owner</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>
Monson Companies, Inc.	61641343	5/2/12	Provisional application