

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capitol Cups, Inc.		09/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2877984	EASY TRAVELER	
Registration Number:	3911479	SIP /N TOSS	
Registration Number:	3746619	EASY TUMBLER	
Serial Number:	85271895	USA KIDS	
CORRESPONDENCE DATA			
Fax Number:	7043738822		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(704) 373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2060238-0073		

OP \$115.00 2877984

NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	09/07/2012
<b>Total Attachments: 13</b> source=Trademark Security Agreement - CV Holdings#page1.tif source=Trademark Security Agreement - CV Holdings#page2.tif source=Trademark Security Agreement - CV Holdings#page3.tif source=Trademark Security Agreement - CV Holdings#page4.tif source=Trademark Security Agreement - CV Holdings#page5.tif source=Trademark Security Agreement - CV Holdings#page6.tif source=Trademark Security Agreement - CV Holdings#page7.tif source=Trademark Security Agreement - CV Holdings#page8.tif source=Trademark Security Agreement - CV Holdings#page9.tif source=Trademark Security Agreement - CV Holdings#page10.tif source=Trademark Security Agreement - CV Holdings#page11.tif source=Trademark Security Agreement - CV Holdings#page12.tif source=Trademark Security Agreement - CV Holdings#page13.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 7, 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, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 7, 2012 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among CV HOLDINGS, L.L.C., as the Borrower Representative and a Borrower, the other Borrowers and Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as 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 Borrower 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 Agent (and 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 each Credit Party (other than such Grantor); 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 Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and 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 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 Agent for the benefit of the Secured Parties, and grants to 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 and extensions of the foregoing;

(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 Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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 Trademark 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 TRADEMARK 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CV HOLDINGS, L.L.C.  
as Grantor

By: Robert S. Abrams  
Name: Robert S. Abrams  
Title: Manager

CAPITOL CUPS, INC.  
as Grantor

By: Robert S. Abrams  
Name: Robert S. Abrams  
Title: Chief Executive Officer

CAPITOL MEDICAL DEVICES, INC.  
as Grantor

By: Robert S. Abrams  
Name: Robert S. Abrams  
Title: Chief Executive Officer

CAPITOL PLASTIC PRODUCTS, L.L.C.  
as Grantor

By: Robert S. Abrams  
Name: Robert S. Abrams  
Title: Manager

CSP TECHNOLOGIES, INC.  
as Grantor

By: Robert S. Abrams  
Name: Robert S. Abrams  
Title: Chief Executive Officer

CV PARTNERS  
as Grantor

By: Robert S. Abrams  
Name: Robert S. Abrams  
Title: Managing Agent

TOTAL INNOVATIVE PACKAGING, INC.  
as Grantor

By: Robert S. Abrams  
Name: Robert S. Abrams  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name:  
Title: Duly Authorized Signatory

CV PARTNERS,  
as Grantor

By: \_\_\_\_\_

Name: Robert S. Abrams

Title: Managing Agent

TOTAL INNOVATIVE PACKAGING, INC.,  
as Grantor

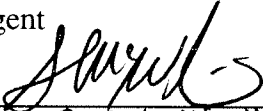
By: \_\_\_\_\_

Name: Robert S. Abrams

Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:  \_\_\_\_\_

Name: SEAN MCWINNIE

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Montgomery )

ss.

On this 27 day of August, 2012 before me personally appeared Robert S. Abrams, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CV Holdings LLC (the "Company"), who being by me duly sworn did depose and say that he is an authorized officer of the Company, that the said instrument was signed on behalf of the Company as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of the Company.

Heather S. Baker  
Notary Public  
HEATHER S BAKER  
Notary Public - State of New York  
NO. 01BA6089892  
Qualified in Fulton County  
My Commission Expires 3-31-15



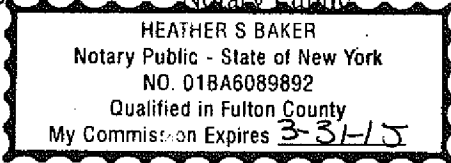
ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Montgomery )

ss.

On this 27 day of August, 2012 before me personally appeared Robert S. Abrams, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Capitol Cups, Inc. (the "Company"), who being by me duly sworn did depose and say that he is an authorized officer of the Company, that the said instrument was signed on behalf of the Company as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of the Company.

Heather S. Baker  
Notary Public



ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Montgomery )

ss.

On this 27 day of August, 2012 before me personally appeared Robert S. Abrams, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Capital Medical Devices, Inc. (the "Company"), who being by me duly sworn did depose and say that he is an authorized officer of the Company, that the said instrument was signed on behalf of the Company as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of the Company.

Heather S. Baker  
Notary Public



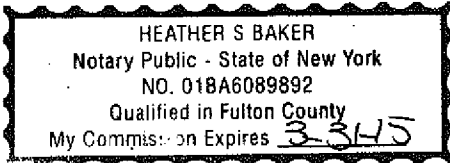
ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Montgomery )

ss.

On this 27 day of August, 2012 before me personally appeared Robert S. Abrams, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lapto Plastic Products, L.L.C. (the "Company"), who being by me duly sworn did depose and say that he is an authorized officer of the Company, that the said instrument was signed on behalf of the Company as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of the Company.

Heather S Baker  
Notary Public



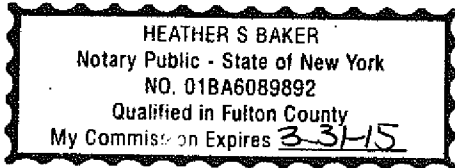
ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Montgomery )

ss.

On this 21 day of August, 2012 before me personally appeared Robert S. Abrams, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ISP Technologies (the "Company"), who being by me duly sworn did depose and say that he is an authorized officer of the Company, that the said instrument was signed on behalf of the Company as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of the Company.

Heather S. Baker  
Notary Public



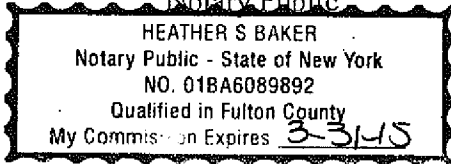
ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Montgomery )

ss.

On this 27 day of August, 2012 before me personally appeared Robert S. Abrams, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CV Partners (the "Company"), who being by me duly sworn did depose and say that he is an authorized officer of the Company, that the said instrument was signed on behalf of the Company as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of the Company.

Heather S Baker  
Notary Public



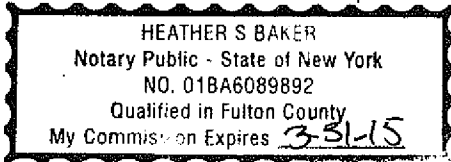
ACKNOWLEDGMENT OF GRANTOR

State of New York )  
County of Montgomery )

ss.

On this 27 day of August, 2012 before me personally appeared Robert S. Abrams, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Total Innovative Packaging, Inc. (the "Company"), who being by me duly sworn did depose and say that he is an authorized officer of the Company, that the said instrument was signed on behalf of the Company as authorized by its governing body and that he acknowledged said instrument to be the free act and deed of the Company.

Heather S Baker  
Notary Public



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

<b>Trademark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Registration Stage</b>	<b>Registration No.</b>	<b>Owner</b>
EASYCLIC	EP		Registered	2704179	CSP Technologies, Inc.
ACTIV-BLISTER	CA	1526745	Application/ Allowed	Canadian filing of 85301947	CSP Technologies, Inc.
ACTIV-BLISTER	EP	9920331	Registered	E62677457	CSP Technologies, Inc.
EASYCLIC	EP		Registered	2704138	CSP Technologies, Inc.
EASY TRAVELER	CA	1446797	Registered	1446797	Capitol Cups, Inc.
EZ TRAVELER	EP	3246402	Registered	3246402	Capitol Cups, Inc.
EASY TRAVELER	EP	3246444	Registered	3246444	Capitol Cups, Inc.
EASY TRAVELER	US	78199362	Registered	2877984	Capitol Cups, Inc.
ACTIV-DRI	US	75566494	Registered	2526427	CSP Technologies, Inc.
ACTIV-STRIP	US	75566497	Registered	2458970	CSP Technologies, Inc.
Activ-Vial	US	75566499	Registered	2548705	CSP Technologies, Inc.
CSP TECHNOLOGIES	US	76033420	Registered	2465525	CSP Technologies, Inc.
CSP TECHNOLOGIES ENGINEERED POLYMERIC SOLUTIONS (Logo)	US	76033421	Registered	2461542	CSP Technologies, Inc.
CSP TECHNOLOGIES ENGINEERED POLYMERIC SOLUTIONS (Word)	US	76033422	Registered	2495884	CSP Technologies, Inc.
CSP	US	76167900	Registered	2517075	CSP Technologies, Inc.
SIP 'N TOSS	US	77456644	Registered	3911479	Capitol Cups, Inc.
ACTIV-POLYMER	US	77175586	Registered	3465463	CSP Technologies, Inc.
CSP Technologies - Engineered Packaging Solutions	US	77678265	Registered	3809086	CSP Technologies, Inc.
EASY TUMBLER	US	77773333	Registered	3746619	Capitol Cups, Inc.
CSP Vial 583 (configuration)	EP	8446965	Application		CSP Technologies, Inc.
CSP Vial 583 (configuration)	TW	99020322	Application		CSP Technologies, Inc.
CSP Vial 583 (configuration)	US	85580179	Application		CSP Technologies, Inc.
CSP Vial 545 (configuration)	EP	8446908	Application		CSP Technologies, Inc.
CSP Vial 545 (configuration)	TW	99020329	Application		CSP Technologies, Inc.
CSP Vial 600 (configuration)	EP	8447013	Application		CSP Technologies, Inc.
CSP Vial 600 (configuration)	TW	99020328	Application		CSP Technologies, Inc.
USA KIDS	AU	1368728	Application		Capitol Cups, Inc.
USA KIDS	CA	1487973	Application		Capitol Cups, Inc.
USA KIDS	EP	9257221	Registered	9257221	Capitol Cups, Inc.
USA KIDS	MX	1104217	Registered	1177408	Capitol Cups, Inc.
USA KIDS	US	85271895	Application		Capitol Cups, Inc.
Activ-Blister	US	85301947	Application		CSP Technologies, Inc.