

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.		07/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CHASE CAPITAL CORPORATION		
Street Address:	10 South Dearborn		
Internal Address:	11th Floor, Mail Code IL1-0548		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	74473957	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		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-226-1200		
Email:	dvara@lockelord.com		

CH \$190.00 74473957

Correspondent Name: Danny Vara
Address Line 1: 600 Travis
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: 09/19/2012

Total Attachments: 8

source=Distribution International Inc Chase Capital Trademark S-A#page1.tif
source=Distribution International Inc Chase Capital Trademark S-A#page2.tif
source=Distribution International Inc Chase Capital Trademark S-A#page3.tif
source=Distribution International Inc Chase Capital Trademark S-A#page4.tif
source=Distribution International Inc Chase Capital Trademark S-A#page5.tif
source=Distribution International Inc Chase Capital Trademark S-A#page6.tif
source=Distribution International Inc Chase Capital Trademark S-A#page7.tif
source=Distribution International Inc Chase Capital Trademark S-A#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 20, 2012, by and between **DISTRIBUTION INTERNATIONAL, INC.**, a Delaware corporation ("Grantor"), and **CHASE CAPITAL CORPORATION**, in its capacity as Collateral Agent (in such capacity, the "Secured Party") under the Collateral Agency Agreement (as defined in the Credit Agreements described below).

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Subordinated Second Lien Credit Agreement (as amended, modified, extended, renewed or replaced from time to time, the "U.S. Credit Agreement") dated concurrently herewith among DISTRIBUTION INTERNATIONAL, INC., a Delaware corporation, and THORPE PRODUCTS COMPANY, a Texas corporation, certain lenders therein named (collectively, the "U.S. Lenders") and Secured Party, as Collateral Agent, the U.S. Lenders have agreed to make term loans upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Subordinated Second Lien Credit Agreement (as amended, modified, extended, renewed or replaced from time to time, the "Canadian Credit Agreement") dated concurrently herewith among 0943899 B.C. LTD., a company incorporated under the Business Corporations Act of the Province of British Columbia, certain lenders therein named (collectively, the "Canadian Lenders") and Secured Party, as Collateral Agent, the Canadian Lenders have agreed to make term loans upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the effectiveness of the U.S. Credit Agreement and the Canadian Credit Agreement (collectively, the "Credit Agreements") and the obligations of the U.S. Lenders and the Canadian Lenders (collectively, the "Lenders") to make their respective loans under the Credit Agreements that the Grantor shall have executed and delivered this Agreement to the Secured Party for the ratable benefit of the Creditors (as defined in the Collateral Agency Agreement); and

WHEREAS, the Lenders are willing to make the financial accommodations as provided for in the Credit Agreements, but only upon the condition, among others, that Grantor (together with one or more affiliates of Grantor) shall have executed and delivered to Secured Party, 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 Secured Party, for the benefit of the Lenders, this Agreement;

WHEREAS, Grantor will receive direct or indirect benefits from the execution of, and performance of obligations under, this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party agree 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 each of the Credit Agreements; provided that if any applicable term is defined only in the U.S. Credit Agreement, such term shall have the meaning ascribed to it in the U.S. Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, 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"):

(a) all of its Trademarks and Trademark Licenses 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 Secured Party, 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 Secured Party, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark Collateral 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 Secured Party'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 U.S. 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 Secured Party pursuant to this Agreement and

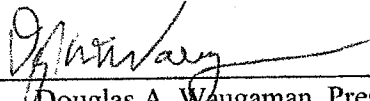
the exercise of any right or remedy by Secured Party hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of July 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor and Subordination Agreement”), among the Senior Collateral Agent, JPMorgan Chase Bank, N.A. and JPMorgan Chase Bank, N.A., Toronto Branch, as Senior Agents, the U.S. Lenders, the Canadian Lenders, the Secured Party, as Collateral Agent under each of the Credit Agreements, and the Credit 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

SECURED PARTY:

CHASE CAPITAL CORPORATION,
as Collateral Agent

By: 

Name: David E. Donovan

Title: Chief Executive Officer

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.

Licenses of Trademarks

None.

52160205.2

RECORDED: 09/19/2012

**TRADEMARK
REEL: 004864 FRAME: 0038**