

## 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
P.T. International Corp.		09/28/2012	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Associated Bank, N.A.		
Street Address:	740 Marquette Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4044294	PTI	
Registration Number:	4044299	PTI	
Registration Number:	4044295	P.T. INTERNATIONAL CORP.	
CORRESPONDENCE DATA			
Fax Number:	6123408856		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-492-6842		
Email:	Cadwell.Jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M235440		

CH \$90.00 4044294

NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	09/28/2012
<b>Total Attachments: 4</b> source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page1.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page2.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page3.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page4.tif	

## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of September 28, 2012, by and from the grantor party hereto (the "Grantor"), to and in favor of ASSOCIATED BANK, N.A., a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, PTI ULTIMATE HOLDINGS, INC., a Delaware corporation (the "Parent"), P.T. INTERNATIONAL HOLDINGS, INC., a Delaware corporation (the "Intermediate Parent"), effective upon the consummation of the Acquisition (PTI) (as defined in the Credit Agreement), P.T. INTERNATIONAL CORP., a North Carolina corporation ("PTI" and collectively with the Intermediate Parent, each a "Borrower" and collectively, the "Borrowers"), the Secured Party, and the Lenders have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed, among other things, to extend to the Borrowers certain credit accommodations;

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement dated concurrently herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
  - (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

[The remainder of this page has been intentionally left blank]


IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

P.T. INTERNATIONAL CORP.

By: Molly Simmons  
Name: Molly Simmons  
Title: Secretary

Confirmatory Grant of Security Interest in Trademarks

**Exhibit A - SCHEDULE OF TRADEMARKS**

<b>Trademark</b>	<b>App. No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
<b>PTI</b>	85/239,125 02/10/2011	4,044,294 10/25/2011
<b>PTI and Design</b> 	85/239,972 02/11/2011	4,044,299 10/25/2011
<b>P.T. INTERNATIONAL CORP.</b>	85/239,165 02/10/2011	4,044,295 10/25/2011

Confirmatory Grant of Security Interest in Trademarks