

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|----------------------------|---------------------------------------|----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SAN JAMAR, INC. | | 12/31/2012 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | WELLS FARGO BANK, AS COLLATERAL AGENT | | |
| Street Address: | 707 WILSHIRE BLVD., 17TH FLOOR | | |
| Internal Address: | MAC E2818-176 | | |
| City: | LOS ANGELES | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90017 | | |
| Entity Type: | NATIONAL ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 52 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1634857 | CHEF | |
| Registration Number: | 1644126 | CHEF | |
| Registration Number: | 1650818 | CHEF | |
| Registration Number: | 2369679 | | |
| Registration Number: | 2823660 | CHEF REVIVAL | |
| Registration Number: | 2891521 | SCULPTURED BY NATURE | |
| Registration Number: | 3140356 | BESTAN | |
| Registration Number: | 2625305 | BESTGUARD | |
| Registration Number: | 2216408 | BOARD-MATE | |
| Registration Number: | 2366101 | CHECKERBOARD | |
| Registration Number: | 3562104 | CHEF 24/7 | |
| Registration Number: | 1651545 | CHEF REVIVAL | |
| Registration Number: | 4096710 | CHEF-TEX | |

| | | |
|----------------------|---------|-----------------------------|
| Registration Number: | 2706489 | CHILL-IT |
| Registration Number: | 3146366 | CUT- N- CARRY |
| Registration Number: | 2165713 | DESIGNED BY CHEFS FOR CHEFS |
| Registration Number: | 2989134 | DOME |
| Registration Number: | 3558614 | ECO |
| Registration Number: | 2283700 | EZ-FIT |
| Registration Number: | 3159897 | FIRST PROTECT |
| Registration Number: | 2717747 | INFINITY |
| Registration Number: | 3188024 | KATCHALL |
| Registration Number: | 2251016 | KLEEN-PAIL |
| Registration Number: | 1934248 | KNIFE AND STEEL |
| Registration Number: | 1943025 | KOOL-TEK |
| Registration Number: | 2753510 | OCEANS |
| Registration Number: | 2610342 | PRESENT |
| Registration Number: | 1814461 | QC 2000 |
| Registration Number: | 1935914 | QUANTUM |
| Registration Number: | 2401435 | RAPI-KOOL |
| Registration Number: | 2082524 | RESERVA |
| Registration Number: | 3542070 | SAF-CHECK |
| Registration Number: | 3370868 | SAF-T-GRIP |
| Registration Number: | 2216088 | SAF-T-ICE |
| Registration Number: | 4265128 | SAF-T-KNIFE |
| Registration Number: | 3018676 | SAF-T-SCOOP |
| Registration Number: | 4106572 | SAF-T-WRAP |
| Registration Number: | 3496453 | SAN JAMAR |
| Registration Number: | 2045853 | SAN JAMAR |
| Registration Number: | 2482928 | SAVVY |
| Registration Number: | 3551496 | SENTRY |
| Registration Number: | 4050356 | SIL-MAT |
| Registration Number: | 3008164 | SMART SAFE SANITARY |
| Registration Number: | 3236981 | THERMO PROTECT |
| Registration Number: | 4006563 | TOOLS YOU CAN TRUST |
| Registration Number: | 3562040 | TRUCK TO TABLE |
| Registration Number: | 2321657 | TUFF-CUT |
| Registration Number: | 3013916 | ULTIGRIPS |

| | | |
|----------------------|---------|------------|
| | 4044688 | VENUE |
| Registration Number: | 2380047 | VERSA-MAT |
| Registration Number: | 3500276 | VERSA-PREP |
| Registration Number: | 2039465 | VERSATWIN |

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

038507-0276

NAME OF SUBMITTER:

KRISTIN J AZCONA

Signature:

/KJA/

Date:

12/31/2012

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 31, 2012, is made by Dispensing Dynamics International, a California corporation ("DDI") and San Jamar, Inc., a Wisconsin corporation ("SJI", f/k/a The Colman Group, Inc. and, together with DDI, each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association ("Wells Fargo"), as collateral agent (the "Indenture Collateral Agent"). Unless otherwise defined herein, defined terms used herein shall have the meaning given to them in the Pledge and Security Agreement.

RECITALS

WHEREAS, on the date hereof, Grantors, certain other Subsidiaries of DDI and Wells Fargo, as trustee and Indenture Collateral Agent, entered into that certain Indenture (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which DDI, as issuer thereunder, has issued \$130,000,000 in aggregate principal amount of its 12.50% senior secured notes due 2018; and

WHEREAS, as a condition to the effectiveness of the Indenture, the Grantors entered into that certain Pledge and Security Agreement dated as of December 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of the Indenture Collateral Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Indenture, the Grantors hereby agree with the Indenture Collateral Agent as follows:

SECTION 1. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Indenture Collateral Agent a security interest in all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the following, to secure the prompt and complete payment and performance when due of the Obligations:

- (a) all trademarks (including service marks), trade names, domain names, trade dress, and trade styles and the registrations and applications for registration thereof including, without limitation, any of the foregoing referred to in Schedule A hereto, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (e) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademark Collateral");

provided, however, that there shall be excluded from the foregoing grant of security interest any intent-to-use trademark or service mark application prior to the filing of a

statement of use or amendment to allege use, or any other Intellectual Property Collateral to the extent that applicable law or regulation prohibits the creation of a security interest or would otherwise result in the loss of rights, or the voiding of such application, from the creation of such security interest or from the assignment of such rights upon the occurrence and continuance of an Event of Default.

SECTION 2. Termination. This Trademark Security Agreement shall terminate in accordance with Section 10.05 of the Indenture.

SECTION 3. Pledge and Security Agreement. This security interest is granted in conjunction with the security interests granted to the Indenture Collateral Agent pursuant to the Pledge and Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of the Pledge and Security Agreement, the Pledge and Security Agreement will govern. Each of the Grantors and the Indenture Collateral Agent hereby acknowledges and affirms that the rights and remedies of the Indenture Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Indenture and the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DISPENSING DYNAMICS INTERNATIONAL

By: Andrew Sterkowitz

Name: Andrew Sterkowitz

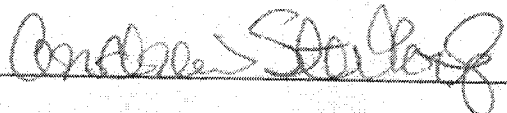
Title: Chief Financial Officer

TRADEMARK

REEL: 004929 FRAME: 0153

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SAN JAMAR, INC.

By:  _____

Name: Andrew Sterkowitz

Title: Chief Financial Officer

TRADEMARK

REEL: 004929 FRAME: 0154

Accepted at New York, New York as of this 31st
day of December, 2012

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: _____

Michael Tu

Title: _____




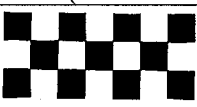

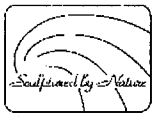
Assistant Vice President

TRADEMARK

REEL: 004929 FRAME: 0155

Schedule A

US Registered Trademarks and Trademark Applications Owned by SJI

| TYPE | COUNTRY | TITLE | STATUS, FILING DATE, APP. SER. NO., | TM/REG. NO., ISSUE/REG. DATE |
|--------------|----------------|--|---|--|
| US Trademark | US |  CHEF (w/knife & steel and checkerboard) | Registered Filed: 1/3/1989 Serial #: 73/772,825 | Registered: 2/12/1991 Reg. #: 1,634,857 |
| US Trademark | US |  CHEF (stylized script) | Registered Filed: 5/22/1990 Serial #: 74/061,504 | Registered: 5/7/1991 Reg. #: 1,644,126 |
| US Trademark | US |  CHEF (w/knife & steel) | Registered Filed: 6/14/1990 Serial #: 74/069,161 | Registered: 7/16/1991 Reg. #: 1,650,818 |
| US Trademark | US |  (checkerboard) | Registered Filed: 5/7/1997 Serial #: 75/287,995 | Registered: 7/25/2000 Reg. #: 2,369,679 |
| US Trademark | US |  CHEF REVIVAL (w/knife steel & checkerbrd) | Registered Filed: 3/15/2000 Serial #: 76/000,934 | Registered: 3/16/2004 Reg. #: 2,823,660 |
| US Trademark | US |  SCULPTURED BY NATURE & Design | Registered Filed: 12/4/2000 Serial #: 76/175,302 | Registered: 10/5/2004 Reg. #: 2,891,521 |
| US Trademark | US | BESTAN | Registered Filed: 1/19/2005 Serial #: 78/550,143 | Registered: 9/5/2006 Reg. #: 3,140,356 |
| US Trademark | US | BESTGUARD | Registered Filed: 1/22/2002 Serial #: 78/104,158 | Registered: 9/24/2002 Reg. #: 2,625,305 |
| US Trademark | US | BOARD-MATE | Registered Filed: 12/10/1997 Serial #: 75/403,356 | Registered: 1/5/1999 Reg. #: 2,216,408 |
| US Trademark | US | CHECKERBOARD | Registered Filed: 3/30/1999 Serial #: 75/670,956 | Registered: 7/11/2000 Reg. #: 2,366,101 |
| US Trademark | US | CHEF 24/7 | Registered Filed: 9/17/2007 Serial #: 77/281,495 | Registered: 1/13/2009 Reg. #: 3,562,104 |
| US Trademark | US | CHEF REVIVAL | Registered Filed: 6/14/1990 Serial #: 74/069,160 | Registered: 7/23/1991 Reg. #: 1,651,545 |

| TYPE | COUNTRY | TITLE | STATUS, FILING DATE, APP. SER. NO., | TM/REG. NO., ISSUE/REG. DATE |
|--------------|---------|-----------------------------|---|---|
| US Trademark | US | CHEF-TEX | Allowed Filed: 4/14/2010 Serial #: 85/013,984 | Registered: 2/7/2012 Reg. #: 4,096,710 |
| US Trademark | US | CHILL-IT | Registered Filed: 12/21/2001 Serial #: 76/353,256 | Registered: 4/15/2003 Reg. #: 2,706,489 |
| US Trademark | US | CUT-N-CARRY | Registered Filed: 4/30/2004 Serial #: 78/411,579 | Registered: 9/19/2006 Reg. #: 3,146,366 |
| US Trademark | US | DESIGNED BY CHEFS FOR CHEFS | Registered Filed: 5/7/1997 Serial #: 75/287,996 | Registered: 6/16/1998 Reg. #: 2,165,713 |
| US Trademark | US | DOME | Registered Filed: 1/22/2004 Serial #: 78/355,741 | Registered: 8/30/2005 Reg. #: 2,989,134 |
| US Trademark | US | ECO | Registered Filed: 10/5/2007 Serial #: 77/297,695 | Registered: 1/6/2009 Reg. #: 3,558,614 |
| US Trademark | US | EZ-FIT | Registered Filed: 4/22/1997 Serial #: 75/279,449 | Registered: 10/5/1999 Reg. #: 2,283,700 |
| US Trademark | US | FIRST PROTECT | Registered Filed: 3/14/2004 Serial #: 78/384,061 | Registered: 10/17/2006 Reg. #: 3,159,897 |
| US Trademark | US | INFINITY | Registered Filed: 3/22/2000 Serial #: 76/006,900 | Registered: 5/20/2003 Reg. #: 2,717,747 |
| US Trademark | US | KATCHALL | Registered Filed: 11/15/2004 Serial #: 78/516,778 | Registered: 12/19/2006 Reg. #: 3,188,024 |
| US Trademark | US | KLEEN-PAIL | Registered Filed: 10/6/1997 Serial #: 75/368,820 | Registered: 6/8/1999 Reg. #: 2,251,016 |
| US Trademark | US | KNIFE AND STEEL | Registered Filed: 4/18/1994 Serial #: 74/513,623 | Registered: 11/7/1995 Reg. #: 1,934,248 |
| US Trademark | US | KOOL-TEK | Registered Filed: 2/24/1995 Serial #: 74/640,181 | Registered: 12/19/1995 Reg. #: 1,943,025 |
| US Trademark | US | OCEANS | Registered Filed: 3/22/2000 Serial #: 76/006,657 | Registered: 8/19/2003 Reg. #: 2,753,510 |
| US Trademark | US | PRESENT | Registered Filed: 3/22/2000 Serial #: 76/006,660 | Registered: 8/20/2002 Reg. #: 2,610,342 |
| US Trademark | US | QC 2000 | Registered Filed: 6/6/1991 Serial #: 74/173,980 | Registered: 12/28/1993 Reg. #: 1,814,461 |
| US Trademark | US | QUANTUM | Registered Filed: 10/4/1993 Serial #: 74/443,975 | Registered: 11/14/1995 Reg. #: 1,935,914 |
| US Trademark | US | RAPI-KOOL | Registered Filed: 2/26/1999 Serial #: 75/648,918 | Registered: 11/7/2000 Reg. #: 2,401,435 |
| US Trademark | US | RESERVA | Registered Filed: 5/23/1996 Serial #: 75/108,677 | Registered: 7/22/1997 Reg. #: 2,082,524 |

| TYPE | COUNTRY | TITLE | STATUS, FILING DATE, APP. SER. NO., | TM/REG. NO., ISSUE/REG. DATE |
|--------------|---------|------------------------|---|---|
| US Trademark | US | SAF-CHECK | Registered Filed: 8/7/2006 Serial #: 78/946,441 | Registered: 12/2/2008 Reg. #: 3,542,070 |
| US Trademark | US | SAF-T-GRIP | Registered Filed: 8/7/2006 Serial #: 78/946,445 | Registered: 1/15/2008 Reg. #: 3,370,868 |
| US Trademark | US | SAF-T-ICE | Registered Filed: 9/4/1997 Serial #: 75/351,732 | Registered: 1/5/1999 Reg. #: 2,216,088 |
| US Trademark | US | SAF-T-KNIFE | Pending Filed: 3/24/2011 Serial #: 85/275,553 | Registered: 12/25/2012 Reg. #: 4,265,128 |
| US Trademark | US | SAF-T-SCOOP | Registered Filed: 3/30/2004 Serial #: 78/393,341 | Registered: 11/22/2005 Reg. #: 3,018,676 |
| US Trademark | US | SAF-T-WRAP | Allowed Filed: 11/17/2010 Serial #: 85/179,092 | Registered: 2/28/2012 Reg. #: 4,106,572 |
| US Trademark | US | SAN JAMAR | Registered Filed: 12/1/2006 Serial #: 77/054,724 | Registered: 9/2/2008 Reg. #: 3,496,453 |
| US Trademark | US | SAN JAMAR | Registered Filed: 3/22/1996 Serial #: 75/077,360 | Registered: 3/18/1997 Reg. #: 2,045,853 |
| US Trademark | US | SAVVY | Registered Filed: 10/21/1998 Serial #: 75/574,304 | Registered: 8/28/2001 Reg. #: 2,482,928 |
| US Trademark | US | SENTRY | Registered Filed: 1/10/2008 Serial #: 77/368,539 | Registered: 12/23/2008 Reg. #: 3,551,496 |
| US Trademark | US | SIL-MAT | Issued Filed: 7/29/2010 Serial #: 85/095,679 | Issued: 11/1/2011 Reg. #: 4,050,356 |
| US Trademark | US | SMART SAFE SANITARY | Registered Filed: 12/6/2002 Serial #: 76/473,292 | Registered: 10/25/2005 Reg. #: 3,008,164 |
| US Trademark | US | THERMO PROTECT | Registered Filed: 6/21/2006 Serial #: 78/913,936 | Registered: 5/1/2007 Reg. #: 3,236,981 |
| US Trademark | US | TOOLS YOU CAN TRUST | Registered Filed: 11/25/2008 Serial #: 77/621,455 | Registered: 8/2/2011 Reg. #: 4,006,563 |
| US Trademark | US | TRUCK TO TABLE | Registered Filed: 8/31/2007 Serial #: 77/269,881 | Registered: 1/13/2009 Reg. #: 3,562,040 |
| US Trademark | US | TUFF-CUT | Registered Filed: 3/12/1999 Serial #: 75/658,980 | Registered: 2/22/2000 Reg. #: 2,321,657 |
| US Trademark | US | ULTIGRIPS | Registered Filed: 9/10/2003 Serial #: 78/298,589 | Registered: 11/8/2005 Reg. #: 3,013,916 |
| US Trademark | US | VENUE | Issued Filed: 3/23/2011 Serial #: 85/274,276 | Issued: 10/25/2011 Reg. #: 4,044,688 |
| US Trademark | US | VERSA-MAT | Registered Filed: 1/19/1999 Serial #: 75/622,880 | Registered: 8/22/2000 Reg. #: 2,380,047 |

| TYPE | COUNTRY | TITLE | STATUS, FILING DATE, APP. SER. NO., | TM/REG. NO., ISSUE/REG. DATE |
|--------------|---------|------------|--|--|
| US Trademark | US | VERSA-PREP | Registered Filed: 8/7/2006 Serial #: 78/946,443 | Registered: 9/9/2008 Reg. #: 3,500,276 |
| US Trademark | US | VERSATWIN | Registered Filed: 6/21/1995 Serial #: 74/691,710 | Registered: 2/18/1997 Reg. #: 2,039,465 |

US Registered Trademarks and Trademark Applications Owned by DDI

| Mark | Owner | Registration No. | Registration Date | Application No. | Filing Date |
|-------------------------------|-----------------------------------|------------------|-------------------|-----------------|-------------|
| CARD MASTER & DESIGN | Dispensing Dynamics International | 2093692 | 9/2/1997 | 75/087452 | 4/12/1996 |
| PERRINCRAFT | Dispensing Dynamics International | 2373116 | 8/1/2000 | 75/085330 | 4/8/1996 |
| EASY TOUCH | Dispensing Dynamics International | 2747862 | 8/5/2003 | 76/120347 | 9/1/2000 |
| TWISTER | Dispensing Dynamics International | 2402669 | 11/7/2000 | 75/587514 | 11/12/1998 |
| SMART-CUT | Dispensing Dynamics International | 3966521 | 5/24/2011 | 76/694812 | 12/15/2008 |
| DESIGN MARK (Triangles) | Dispensing Dynamics International | 3966522 | 5/24/2011 | 76/694815 | 12/15/2008 |
| INNOVA | Dispensing Dynamics International | 3934643 | 3/22/2011 | 76/700269 | 11/9/2009 |
| POWER-BAR | Dispensing Dynamics International | 4084553 | 1/10/2012 | 85/023297 | 4/26/2010 |
| SELECTRIC | Dispensing Dynamics International | 4176155 | 7/17/2012 | 85/023336 | 4/26/2010 |
| THE DISPENSING SYSTEMS PEOPLE | Dispensing Dynamics International | 3709007 | 11/10/2009 | 76/683994 | 11/13/2007 |