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
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

OP $1315.00 1634857

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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EXECUTION VERSION

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: _____

Name: Andrew Sterkowitz

Title: Chief Financial Officer

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

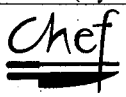
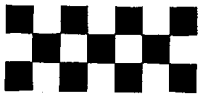
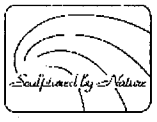
Accepted at New York, New York as of this 31st
day of December, 2012

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Michael Tu
Title: Assistant Vice President

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