

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
Dispensing Dynamics International		03/29/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	340 Madison Ave.
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75087452	CARD MASTER
Serial Number:	75085330	PERRINCRAFT
Serial Number:	76120347	EASY TOUCH
Serial Number:	75587514	TWISTER
Serial Number:	76694812	SMART-CUT
Serial Number:	77728379	DISPENSING DYNAMICS INTERNATIONAL
Serial Number:	85241765	DISPENSING DYNAMICS INTERNATIONAL
Serial Number:	76700269	INNOVA
Serial Number:	85023297	POWER-BAR
Serial Number:	85023336	SELECTRIC
Serial Number:	76683994	THE DISPENSING SYSTEMS PEOPLE
Registration Number:	3966522	

CORRESPONDENCE DATA

900251140

TRADEMARK  
 REEL: 004996 FRAME: 0375

OP \$315.00 75087452

Fax Number: 4168657380

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

Phone: 4168657500

Email: efan@torys.com

Correspondent Name: Torys LLP, Attention: Edward Fan

Address Line 1: 79 Wellington Street West

Address Line 2: Suite 3000

Address Line 4: Toronto, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER:	22764-2036
NAME OF SUBMITTER:	Edward Fan
Signature:	/Edward Fan/
Date:	04/02/2013

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of March 29, 2013, 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 PNC Bank, National Association ("PNC"), as agent (in such capacity and together with any successors in such capacity, "Bank"). 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, the lenders party thereto, and PNC, as Bank, entered into that certain Revolving Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, as a condition to the effectiveness of the Credit Agreement, the Grantors entered into that certain Pledge and Security Agreement dated as of March 29, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") in favor of Bank, for the benefit of the Secured Parties (as defined in the Credit Agreement), 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 Credit Agreement, the Grantors hereby agree with Bank as follows:

SECTION 1. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to Bank, for the benefit of the Secured Parties, 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 Article VII of the Pledge and Security Agreement.

SECTION 3. Pledge and Security Agreement. This security interest is granted in conjunction with the security interests granted to Bank 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 Bank hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

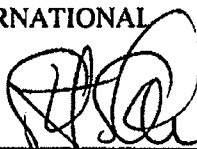
SECTION 4. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[signature page follows]


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

Grantors:

DISPENSING DYNAMICS  
INTERNATIONAL

By:   
Name: Scott Strachan  
Title: President and Chief Operating  
Officer

SAN JAMAR, INC.

By:   
Name: Scott Strachan  
Title: Vice President

[Signature Page to Trademark Security Agreement]




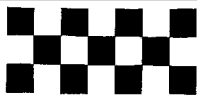

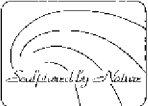
Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,  
as Bank

By: Kevin Madys  
Name: KEVIN MADYGA  
Title: SVP

## Schedule A

### Trademarks Owned by San Jamar, Inc. - US Marks

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 TOWEL	Pending Filed: 4/14/2011 Serial #: 85/294,835	
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



TYPE	COUNTRY	TITLE	STATUS, FILING DATE, APP. SER. NO.,	TM/REG. NO., ISSUE/REG. DATE
US Trademark	US	RESERVA	Registered Filed: 5/23/1996 Serial #: 75/108,677	Registered: 7/22/1997 Reg. #: 2,082,524
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

TYPE	COUNTRY	TITLE	STATUS, FILING DATE, APP. SER. NO.,	TM/REG. NO., ISSUE/REG. DATE
US Trademark	US	VERSA-MAT	Registered Filed: 1/19/1999 Serial #: 75/622,880	Registered: 8/22/2000 Reg. #: 2,380,047
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

\*\*To be abandoned in the ordinary course of business

\*\*\*Title to be updated

Trademark Registrations and Applications Owned by the Dispensing Dynamics International - US Marks

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
DISPENSING DYNAMICS INTERNATIONAL	Dispensing Dynamics International	-	-	77/728379 (ITU)	5/4/2009
DISPENSING DYNAMICS INTERNATIONAL	Dispensing Dynamics International	-	-	85/241765 (ITU)	2/14/2011
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