

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
Fischbein LLC		05/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	banking corporation: FRANCE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2788482	3597 BAG PRO	
Registration Number:	2763982	EMPRESS	
Registration Number:	3081024	EZ WEIGH	
Registration Number:	2283190	FC	
Registration Number:	2399015	FISCHBEIN CO.	
Registration Number:	0551539	FISCHBEIN	
Registration Number:	1019669	FISCHBEIN	
Serial Number:	85628448	FISCHBEIN	
Registration Number:	2844333	FISCHBEIN SAXON	
Registration Number:	2831439	FISCHBEIN-INGLETT	
Registration Number:	2769085	NESTAFLEX	
Registration Number:	2335589	SAXON	
Registration Number:	2820848	SPIRAL GLIDE FOLDER TECHNOLOGY	

CH \$340.00 2788482

CORRESPONDENCE DATA

Fax Number: 2026638007

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

Phone: 2026638000

Email: dctm@pillsburylaw.com

Correspondent Name: Patrick J. Jennings

Address Line 1: 2300 N Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	42802-114
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	05/10/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2013 (this "Agreement"), is made by FISCHBEIN LLC (the "Grantor") in favor of BNP PARIBAS, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office or any other applicable government authority.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all personal property of the Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral") as collateral security for the Secured Obligations:

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a

“Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation

The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer of record this Agreement.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

FISCHBEIN LLC

By: Jeffrey F. Reed
Name: Jeffrey F. Reed
Title: President

Accepted and Agreed:

BNP PARIBAS, as Collateral Agent

By: 
Name: Keith A. Murray
Title: Managing Director

By: 
Name: Michael J. Remhild
Title: Director

[Signature page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Appl. No.	File Date	Reg. No.	Reg. Date
3597 BAG PRO	United States	76/463978	04-Nov-02	2788482	02-Dec-03
EMPRESS	United States	76/463977	04-Nov-02	2763982	16-Sep-03
EZ WEIGH	United States	78/558859	02-Feb-05	3081024	11-Apr-06
FC AND DESIGN	United States	75/533591	10-Aug-98	2283190	05-Oct-99
FISCHBEIN CO. AND DESIGN	United States	75/533718	10-Aug-98	2399015	31-Oct-00
FISCHBEIN	United States	71/584806	14-Sep-49	551539	04-Dec-51
FISCHBEIN	United States	72/461539	28-Jun-73	1019669	02-Sep-75
FISCHBEIN	United States	85/628448	17-May-12	n/a	n/a
FISCHBEIN SAXON	United States	76/466277	04-Nov-02	2844333	25-May-04
FISCHBEIN-INGLETT	United States	76/463981	04-Nov-02	2831439	13-Apr-04
NESTAFLEX	United States	76/466616	13-Nov-02	2769085	30-Sep-03
SAXON	United States	75/674128	05-Apr-99	2335589	28-Mar-00
SPIRAL GLIDE FOLDER TECHNOLOGY	United States	76/463984	04-Nov-02	2820848	09-Mar-04

Schedule A