

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
TricorBraun Inc.		05/10/2013	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4276173	TRICORBRAUN DESIGN & ENGINEERING THE POW	
Registration Number:	4300353	GREEN OPTIONS	
Serial Number:	85576961	SUSTAINABILITY +	
Serial Number:	85617309	AGRISTAK	
Serial Number:	85666755	RE:PURE	
Serial Number:	85748480	PACKAGING OPTIONS DIRECT POWERED BY TRIC	
Serial Number:	85747991	PACKAGING OPTIONS DIRECT	
Serial Number:	85815905	TRICORBRAUN DESIGN & INNOVATION	
Serial Number:	85815992	TRICORBRAUN DESIGN & INNOVATION THE POWE	
Serial Number:	85820907	WINEPAK DIRECT	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

05/24/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2013, is between **TRICORBRAUN INC.**, a Missouri corporation ("**Grantor**") and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, "**Grantee**") for the benefit of Agent and the Lenders (as such terms are defined in the Credit Agreement described below).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto;

WHEREAS, TricorBraun Inc., a Missouri corporation ("**Borrower**"), has entered into that certain Credit Agreement dated as of July 31, 2006 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Borrower, each other Credit Party, including Grantor (by joinder executed as of the date hereof), that is a party thereto, Grantee, and certain other financial institutions that from time to time become lenders thereunder (the "**Lenders**") providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders;

WHEREAS, Grantor, as a wholly-owned Subsidiary of Borrower, has agreed to guaranty Borrower's payment, performance and observance of the Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of May 3, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among Grantor, each other "**Debtor**" that is a party thereto and Grantee, Grantor has granted to Grantee for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired (other than "**Excluded Property**" (as such term is defined in the Security Agreement), if any):

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

GRANTOR:

TRICORBRAUN INC., a Missouri
corporation

By: 

Name: Chuck Pfister

Title: Chief Financial Officer

GRANTEE:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, a Delaware corporation,
as Agent

By: 

Name: Jeff Bottcher

Title: Duty Authorized Signatory

SCHEDULE 1**U.S. Trademarks**

MARK	REGISTRATION NUMBER	REGISTRATION DATE
TRICORBRAUN DESIGN AND ENGINEERING LOGO	4,276,173	January 15, 2013
GREEN OPTIONS & Design	4,300,353	March 12, 2013

U.S. Trademark Applications

MARK	APPLICATION NUMBER	FILING DATE
SUSTAINABILITY+	85/576,961	March 22, 2012
AGRISTAK	85/617,309	May 4, 2012
RE:PURE	85/666,755	July 2, 2012
PACKAGING OPTIONS DIRECT & Design	85/748,480	October 8, 2012

MARK	APPLICATION NUMBER	FILING DATE
PACKAGING OPTIONS DIRECT	85/747,991	October 8, 2012
TRICORBRAUN DESIGN & INNOVATION	85/815,905	January 4, 2013
TRICORBRAUN DESIGN & INNOVATION THE POWER OF OPTIONS (Design)	85/815,992	January 4, 2013
WINEPAK DIRECT	85/820,907	January 11, 2013