

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
Evriholder Products, LLC		05/09/2013	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	chartered bank, acting through its Chicago branch: CANADA

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	4262643	LUNCHFUN
Registration Number:	4262644	POOFIE PALS
Registration Number:	4262645	SPA SPLENDOR
Registration Number:	4322350	SCOOP 'N SPRINKLE
Registration Number:	4322351	PETITE POUCH
Registration Number:	4247388	SIMPLY SPRITZ
Registration Number:	4247389	MOSQUITO BITE BEAT'R BRACELET
Registration Number:	4247390	FOGFREE
Registration Number:	4247391	SOUP'R MUG
Registration Number:	4247392	EXPAND-O
Registration Number:	4247393	COLORIFIC CANDL'Z
Registration Number:	4255250	GEL-A-MOLD
Registration Number:	4255251	PUZZ-L-MUG
Registration Number:	4255252	SIMPLY SERVED

TRADEMARK

Registration Number:	4259135	SIP'R EYES
Registration Number:	4211480	SWEET-TREATS
Registration Number:	4211481	SOPHISTI-CLEAN
Registration Number:	4223129	LEMON MATE
Registration Number:	4273057	FLEXI-STRAWZ
Registration Number:	4140324	'NANA SLICER
Registration Number:	4147855	HANDY BAGG'R
Registration Number:	4086763	SQUEEZIT
Registration Number:	4055830	TWIRL-A-BELT
Registration Number:	4055831	TWIRL-A-TIE
Registration Number:	4250729	MICRO CHIP CRISP'R
Registration Number:	4085137	CUPCAKE-2-GO
Registration Number:	4028786	SNACKTAINER
Registration Number:	4068600	FUZZY FINGERS
Registration Number:	4078080	MAGNET-MATES
Registration Number:	4154982	FROST-EAZE
Registration Number:	4068558	SNAP 'N SNACK
Registration Number:	4148627	THERMAL TO-GO MUG
Registration Number:	4023968	CELLU-SSAGER
Registration Number:	4061377	SPONGE 'N SCRUBBY
Registration Number:	4007622	TOTE-A-BOWLS
Registration Number:	4007623	SNACK PACKER
Registration Number:	4051009	FREEZR' POPS
Registration Number:	4061293	CAN-TIMER
Registration Number:	4017126	PLATE-MATES
Registration Number:	4099835	STACK 'N SNACK
Registration Number:	4147813	KIDZ'TAINER
Registration Number:	4269351	ORANGE SIPP'R
Registration Number:	4144193	RISE 'N STOR
Serial Number:	85579128	MI STAND
Serial Number:	85579139	'SCREAM SLIDERS!
Serial Number:	85534244	SANDWICH SAV'R
Serial Number:	85522094	HOT DOG SLIC'R
Serial Number:	85522064	WARM 'N POUR
Serial Number:	85443484	APPLE SIPP'R

	85349774	DRESSING-2-GO
Serial Number:	85299849	CURL EASY

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:	05/29/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of this 9th day of May, 2013, is made by Evriholder Products, LLC, an Indiana limited liability company ("**Grantor**") with its principal place of business and mailing address at 1500 South Lewis Street, Anaheim, California 92805, in favor of Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, as administrative agent (in such capacity, "**Administrative Agent**") for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

Preliminary Statements

A. Grantor, the Guarantors from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of September 9, 2011 (such Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Credit Agreement**"), pursuant to which Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, Administrative Agent and the Lenders have required, among other things, that each of Grantor and the Guarantors (each a "**Debtor**" and collectively the "**Debtors**") grant to Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the "**Secured Creditors**") a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Security Agreement dated as of September 9, 2011 (such Security Agreement, as amended, restated, supplemented or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby assigns, mortgages, pledges, hypothecates and grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**"):

(i) All of its trademarks and trademark applications and IP licenses providing for the grant by or to Grantor of any right under any trademark or trademark application other than any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all reissues, continuations and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) All income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent 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.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

EVRIHOLDER PRODUCTS, LLC,
an Indiana limited liability company

By: 

Name: Gary Seehoff

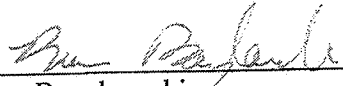
Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 005036 FRAME: 0368

Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL,
as Administrative Agent

By: 
Name: Brian Boczkowski
Title: Director

SCHEDULE A**TRADEMARKS**

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
LUNCHFUN	85579103	3/24/12	4262643	12/18/12
POOFIE PALS	85579106	3/24/12	4262644	12/18/12
SPA SPLENDOR	85579137	3/24/12	4262645	12/18/12
SCOOP N' SPRINKLE	85579123	3/24/13	4322350	4/16/13
PETITE POUCH	85579132	3/24/13	4322351	4/16/13
SIMPLY SPRITZ	85522051	1/21/12	4247388	11/20/12
MOSQUITO BITE BEAT'R BRACELET	85522055	1/21/12	4247389	11/20/12
FOGFREE	85522059	1/21/12	4247390	11/20/12
SOUP'R MUG	85522066	1/21/12	4247391	11/20/12
EXPAND-O	85522078	1/21/12	4247392	11/20/12
COLORIFIC CANDL'Z	85522090	1/21/12	4247393	11/20/12
GEL-A-MOLD	85522057	1/21/12	4255250	12/4/12
PUZZ-L-MUG	85522063	1/21/12	4255251	12/4/12
SIMPLY SERVED	85522093	1/21/12	4255252	12/4/12
SIP'R EYES	85522062	1/21/12	4259135	12/11/12
SWEET-TREATS	85425351	9/17/11	4211480	9/18/12
SOPHISTI-CLEAN	85425369	9/17/11	4211481	9/18/12
LEMON MATE	85425346	9/17/11	4223129	10/9/12
FLEXI-STRAWZ	85425357	9/17/11	4273057	1/8/13
'NANA SLICER	85349764	6/17/11	4140324	5/8/12
HANDY BAGG'R	85349769	6/17/11	4147855	5/22/12
SQUEEZIT	85277909	3/26/11	4086763	1/17/12

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
TWIRL-A-BELT	85277913	3/26/11	4055830	11/15/11
TWIRL-A-TIE	85277917	3/26/11	4055831	11/15/11
MICRO CHIP CRISP'R	85277921	3/26/11	4250729	11/27/12
CUPCAKE-2-GO	85252583	2/26/11	4085137	1/10/12
SNACKTAINER	85252590	2/26/11	4028786	9/20/11
FUZZY FINGERS	85223910	1/23/11	4068600	12/6/11
MAGNET-MATES	85216614	1/13/11	4078080	12/27/11
FROST-EAZE	85217059	1/13/11	4154982	6/5/12
SNAP 'N SNACK	85206479	12/28/10	4068558	12/6/11
THERMAL TO-GO MUG	85201428	12/19/10	4148627	5/29/12
CELLU-SSAGER	85185664	11/27/10	4023968	9/6/11
SPONGE 'N SCRUBBY	85159716	10/23/10	4061377	11/22/11
TOTE-A-BOWLS	85159703	10/23/10	4007622	8/2/11
SNACK PACKER	85159709	10/23/10	4007623	8/2/11
FREEZR' POPS	85133008	9/19/10	4051009	11/1/11
CAN-TIMER	85133004	9/19/10	4061293	11/22/11
PLATE-MATES	85133010	9/19/10	4017126	8/23/11
STACK 'N SNACK	85107706	8/14/10	4099835	2/14/12
KIDS'TAINER	85332307	5/27/11	4147813	5/22/12
ORANGE SIPP'R	85443336	10/10/11	4269351	1/1/13
RISE 'N STOR	85332269	5/27/11	4144193	5/15/12

TRADEMARK APPLICATIONS

Mark	Appl. No.	Appl. Date
MI STAND	85579128	3/24/13
I'SCREAM SLIDERS!	85579139	3/24/13
SANDWICH SAV'R	85534244	2/5/12
HOT DOG SLIC'R	85522094	1/21/12
WARM 'N POUR	85522064	1/21/12
APPLE SIPPER	85443484	10/10/11
DRESSING-2-GO	85349774	6/17/11
CURL EASY	85299849	4/20/11