TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Waddington North America, Inc.		06/07/2013	CORPORATION:
Eco-Products, Inc.		06/07/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as collateral agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2015090	CATERLINE
Registration Number:	2002633	CATERLINE
Registration Number:	1784169	CLASSICWARE
Registration Number:	2116122	FROM CONCEPT TO COMPLETION
Registration Number:	3801339	PETITES
Registration Number:	1898984	WE BRING MORE TO THE TABLE
Registration Number:	3820496	WNA
Registration Number:	3494241	CORNCUP
Registration Number:	3796865	ECOLID
Registration Number:	2783373	ECO-PRODUCTS
Registration Number:	3958151	GREEN STRIPE
Registration Number:	4068773	
Registration Number:	3791412	PLANTWARE

CH $590.00 2015090

Registration Number:	3344770	ECOGRIP
Registration Number:	4040469	RETHINK DISPOSABLES
Registration Number:	4100909	RETHINK DISPOSABLES ECO PRODUCTS ESTABLI
Registration Number:	3555735	ECO-PRODUCTS
Registration Number:	3851786	GREEN STRIPE
Serial Number:	85735527	
Serial Number:	85732133	FOLIA
Serial Number:	85719705	BLUE STRIPE
Serial Number:	85719712	GREEN STRIPE
Serial Number:	85290244	GREEN IS ALL WE DO

CORRESPONDENCE DATA

Fax Number: 2123108007

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

Phone: (212) 310-8000

Email: tom.hashagen@weil.com, brian.lee@weil.com

Correspondent Name: Tom Hashagen

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0093/T. HASHAGEN
NAME OF SUBMITTER:	Tom Hashagen
Signature:	/Tom Hashagen/
Date:	06/20/2013

Total Attachments: 11

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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of June 7, 2013 (this "Agreement"), among Waddington North America, Inc. and Eco-Products, Inc. (the "Grantors" and each a "Grantor") and General Electric Capital Corporation, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) to the Second Lien Credit Agreement dated as of June 7, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WNA Parent Corp., a Delaware corporation ("Holdings"), WNA Holdings, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto and General Electric Capital Corporation, as Administrative Agent and Collateral Agent and (b) the Second Lien Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of

which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[*Remainder of Page Intentionally Left Blank*]

WADDINGTON NORTH AMERICA, INC.
ECO-PRODUCTS, INC.

By: _____
Name: Manu Bettegowda
Title: Vice President and Assistant Secretary

[*Signature Page to Second Lien Trademark Security Agreement*]

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By _____

Name: BHOUMIL ROCHANI

Title: DULY AUTHORIZED SIGNATORY

[*Signature Page to Second Lien Trademark Security Agreement*]

Schedule I to the
Second Lien Trademark Security Agreement

TRADEMARK COLLATERAL

TRADEMARKS

Mark	*Country*	*Status*	*App. No./ Filing Date*	*Reg. No./ Reg. Date*	*Owner*
CATERLINE	*U.S. Federal*	*Registered*	*74697371 7/5/1995*	*2015090 11/12/1996*	*Waddington North America*
CATERLINE	*U.S. Federal*	*Registered*	*74697372 7/5/1995*	*2002633 9/24/1996*	*Waddington North America*
CLASSICWARE	*U.S. Federal*	*Registered*	*74323572 10/19/1992*	*1784169 7/27/1993*	*Waddington North America*
FROM CONCEPT TO COMPLETION	*U.S. Federal*	*Registered*	*75201778 11/4/1996*	*2116122 11/25/1997*	*Waddington North America, Inc.*
PETITES	*U.S. Federal*	*Registered Supplemental Register*	*77762017 6/17/2009*	*3801339 6/8/2010*	*Waddington North America, Inc.*
WE BRING MORE TO THE TABLE	*U.S. Federal*	*Renewed (Registered)*	*74521297 5/9/1994*	*1898984 6/13/1995*	*Waddington North America, Inc.*
WNA	*U.S. Federal*	*Registered*	*77761924 6/17/2009*	*3820496 7/20/2010*	*Waddington North America, Inc.*
"Stylized Leaf" design mark	*United States*	*Pending Filed: September 21, 2012*	*85-735527*		*Eco-Products, Inc.*
FOLIA	*United States*	*Pending Filed: September 18, 2012*	*85-732133*		*Eco-Products, Inc.*
Blue Stripe and Design	*United States*	*Pending Filed: September 4, 2012*	*85/719705*		*Eco-Products, Inc.*
Green Stripe and Design	*United States*	*Pending Filed: September 4, 2012*	*85/719712*		*Eco-Products, Inc.*

Mark	Country	Status	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
GREEN IS ALL WE DO GREEN IS ALL WE DO *Disclaimer: "GREEN"*	*United States*	*Allowed - Intent to Use Notice of Allowance Issued December 6, 2011 Statement of Use filed May 22, 2012* *Filed: April 8, 2011 Published: October 11, 2011*	*85-290244*		*Eco-Products, Inc.*
CORNCUP CORNCUP	*United States*	*Registered Supplemental Register August 26, 2008* *Int'l Class: 21 First Use: April 1, 2001 In Commerce: February 1, 2003 Filed: July 23, 2007*	*77-235858*	*3,494,241*	*Eco-Products, Inc.*
ECOLID ECOLID	*United States*	*Registered June 1, 2010* *Int'l Class: 20 First Use: January 31, 2009 Filed: January 20, 2009 Published: June 16, 2009 Allowed: September 8, 2009*	*77-652952*	*3,796,865*	*Eco-Products, Inc.*
ECO-PRODUCTS	*United States*	*Registered Supplemental Register 8 Accepted December 3, 2008* *Int'l Class: 35 First Use: October 1, 1990 Filed: December 19, 2001 Registered: November 11, 2003*	*76-349966*	*2,783,373*	*Eco-Products, Inc.*

Mark	*Country*	*Status*	*App. No./ Filing Date*	*Reg. No./ Reg. Date*	*Owner*
GREEN STRIPE GREEN STRIPE *Disclaimer: "GREEN"*	*United States*	*Registered May 10, 2011* *Int'l Class: 21* *First Use: August 20, 2008* *In Commerce: February 25, 2009* *Filed: May 16, 2008* *Published: December 9, 2008* *Allowed: December 21, 2010*	*77-477039*	*3,958,151*	*Eco-Products, Inc.*
MISCELLANEOUS DESIGN	*United States*	*Registered Supplemental Register December 6, 2011* *Int'l Class: 21* *First Use: October 31, 2007* *In Commerce: January 31, 2008* *Filed: March 4, 2010*	*77-951044*	*4,068,773*	*Eco-Products, Inc.*
PLANTWARE PLANTWARE	*United States*	*Registered May 18, 2010* *Int'l Class: 8* *First Use: January 31, 2010* *Filed: June 15, 2009* *Published: September 29, 2009* *Allowed: December 22, 2009*	*77-760092*	*3,791,412*	*Eco-Products, Inc.*

Mark	*Country*	*Status*	*App. No./ Filing Date*	*Reg. No./ Reg. Date*	*Owner*
ECOGRIP ECOGRIP	*United States*	*Registered November 27, 2007* *Int'l Class: 21* *First Use: July 7, 2006* *Filed: March 10, 2006* *Published: November 14, 2006* *Allowed: February 6, 2007*	*76-656405*	*3,344,770*	*Eco-Products, Inc.*
RETHINK DISPOSABLES and Design ReTHINK DISPOSABLES *Disclaimer: "DISPOSABLES"*	*United States*	*Registered October 18, 2011* *Int'l Class: 8, 16, 20* *First Use: May 1, 2009* *Filed: May 10, 2010* *Published: August 2, 2011*	*85-034247*	*4,040,469*	*Eco-Products, Inc.*
RETHINK DISPOSABLES ECO PRODUCTS ESTABLISHED 1990 and Design ReTHINK DISPOSABLES *Disclaimer: "DISPOSABLES", "PRODUCTS" AND "ESTABLISHED 1990"*	*United States*	*Registered Principal Register - Sec. 2(F) February 21, 2012* *Int'l Class: 16, 20* *First Use: May 31, 2009* *Int'l Class: 8* *First Use: May 31, 2009* *In Commerce: July 31, 2009* *Filed: June 14, 2010* *Published: December 6, 2011*	*85-062519*	*4,100,909*	*Eco-Products, Inc.*

Mark	*Country*	*Status*	*App. No./ Filing Date*	*Reg. No./ Reg. Date*	*Owner*
ECO-PRODUCTS ECO-PRODUCTS	*United States*	*Registered Principal Register - Sec. 2(F) January 6, 2009* *Int'l Class: 8, 21* *First Use: October 1, 1990* *Filed: April 21, 2008* *Published: October 21, 2008*	*76-688822*	*3,555,735*	*Eco-Products, Inc.*
GREEN STRIPE and Design	*United States*	*Registered Supplemental Register September 21, 2010* *Int'l Class: 21* *First Use: March 31, 2009* *Filed: November 16, 2009*	*76-700400*	*3,851,786*	*Eco-Products, Inc.*
ECO-PRODUCTS	*State of Colorado*	*NOT RENEWED*	*941,001,089*	*NOT RENEWED*	*Eco-Products, Inc.*
ECO-PRODUCTS (Stylized) ECO-PRODUCTS	*State of Colorado*	*Registered February 17, 2004* *Int'l Class: 20* *First Use: October 1, 1990*		*20,041,056,908*	*Eco-Products, Inc.*
ECO-PRODUCTS and Design ECO-PRODUCTS	*State of Colorado*	*Registered February 17, 2004* *Int'l Class: 35* *First Use: October 1, 1990*		*20,041,056,909*	*Eco-Products, Inc.*

Mark	*Country*	*Status*	*App. No./ Filing Date*	*Reg. No./ Reg. Date*	*Owner*
ECO-PRODUCTS and Design ECO-PRODUCTS	*State of Colorado*	*Registered February 17, 2004* *Int'l Class: 20* *First Use:* *October 1, 1990*		*20,041,056,910*	*Eco-Products, Inc.*
ECO-PRODUCTS and Design	*State of Colorado*	*NOT RENEWED*		*931,109,357*	*Eco-Products, Inc.*
ECO-PRODUCTS (Stylized)	*State of Colorado*	*NOT RENEWED*		*931,109,350*	*Eco-Products, Inc.*
ECO-PRODUCTS, INCORPORATED and Design	*State of Colorado*	*NOT RENEWED*		*93,119,353*	*Eco-Products, Inc.*