

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Diamond Business Credit, LLC		07/01/2013	LIMITED LIABILITY COMPANY: MASSACHUSETTS

**RECEIVING PARTY DATA**

<b>Name:</b>	Opflex Technologies, LLC
<b>Street Address:</b>	733 South West Street
<b>City:</b>	Indianapolis
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46225
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	4046584	OPFLEX MITT
Registration Number:	4046583	OPFLEX BOOM
Registration Number:	4046582	OPFLEX PAD
Registration Number:	4020523	OPFLEX SWEEP
Registration Number:	4020522	OPFLEX MOP
Registration Number:	4020520	LCI
Registration Number:	3908179	OPFLEX
Registration Number:	3583235	OPFLEX
Registration Number:	3261646	EXP
Registration Number:	2879962	MICROFLEX
Registration Number:	2795664	EVACELL
Registration Number:	1922009	SSP
Registration Number:	1509228	MICROCELL
Registration Number:	1444123	OPCELL

**TRADEMARK**

OP \$365.00 4046584

**CORRESPONDENCE DATA**

Fax Number: 3176845173

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

Phone: 317-684-5000

Email: trademark@boselaw.com

Correspondent Name: Jennifer L. Day, Bose McKinney & Evans

Address Line 1: 111 Monument Circle

Address Line 2: Suite 2700

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	12160-0012
NAME OF SUBMITTER:	Jennifer L. Day
Signature:	/Jennifer L. Day/
Date:	07/08/2013

**Total Attachments: 8**

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**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DIAMOND BUSINESS CREDIT, LLC, a Massachusetts limited liability company (“Assignor”) that holds a security interest in the trademarks owned by COLLECT TECHNOLOGIES, LLC (“Collect”) listed on Exhibit A hereto pursuant to the Trademark Security Agreement between Assignor and Collect dated as of June 24, 2011, and recorded with the USPTO at Reel/Frame 004569/0112 (the “Security Agreement”) attached as Exhibit B, hereby assigns, sells, transfers and conveys to OPFLEX TECHNOLOGIES, LLC, an Indiana limited liability company with an address of 733 South West Street, Indianapolis, Indiana 46225 (“Assignee”), all of Assignor’s rights in and to the Security Agreement (the “Sale”).

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee of the Security Agreement.

Notwithstanding anything to the contrary contained herein or in any other agreement between Assignor and Assignee, **THE PARTIES ACKNOWLEDGE THAT THE SALE IS “AS IS” AND WITHOUT RECOURSE, AND IS WITHOUT ANY REPRESENTATIONS OR WARRANTIES (INCLUDING ANY IMPLIED REPRESENTATIONS AND WARRANTIES) EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE AGREEMENT FOR PURCHASE AND SALE OF LOANS OR OMNIBUS AGREEMENT, EACH DATED THE DATE HEREOF, BETWEEN ASSIGNOR AND ASSIGNEE.**

[Signature page follows]

In Witness Whereof, the undersigned has executed this Assignment on behalf of Assignor, effective as of this 15<sup>r</sup> day of July, 2013.

DIAMOND BUSINESS CREDIT, LLC

By: \_\_\_\_\_  
Name: Gerald Sherman  
Title: Manager

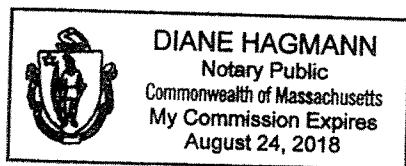
COMMONWEALTH OF MASSACHUSETTS ) SS:  
COUNTY OF MIDDLESEX )

On the 17<sup>th</sup> day of JUNE, 2013, before me, a Notary Public in and for said County and State, personally appeared Gerald Sherman and acknowledged that he/she is an authorized representative of Diamond Business Credit, LLC, and that he/she is authorized by said company to execute the foregoing Assignment of Trademark Security Agreement on behalf of said company; and that he/she did execute the foregoing Assignment of Trademark Security Agreement on behalf of said company, pursuant to such authority.

Diane Hagmann  
Notary Public

DIANE HAGMANN  
Printed Name

County of Residence: SUFFOLK  
My Commission Expires: 8/24/2018



[Signature page to Assignment of Trademark Security Agreement]

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Exhibit A

Trademarks

Mark	U.S. Reg. No.	Reel/Frame of Assignor's Security Interest Recordation
<b>OPFLEX MITT</b>	4,046,584	4569/0112
<b>OPFLEX BOOM</b>	4,046,583	4569/0112
<b>OPFLEX PAD</b>	4,046,582	4569/0112
<b>OPFLEX SWEEP</b>	4,020,523	4569/0112
<b>OPFLEX MOP</b>	4,020,522	4569/0112
<b>LCI</b>	4,020,520	4569/0112
<b>OPFLEX</b>	3,908,179	4569/0112
<b>OPFLEX</b>	3,583,235	4569/0112
<b>EXP</b>	3,261,646	4569/0112
<b>MICROFLEX</b>	2,879,962	4569/0112
<b>EVACELL</b>	2,795,664	4569/0112
<b>SSP</b>	1,922,009	4569/0112
<b>MICROCELL</b>	1,509,228	4569/0112
<b>OPCELL</b>	1,444,123	4569/0112

Exhibit B

Trademark Security Agreement

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of June 24, 2011, between Collect Technologies, LLC, a Delaware limited liability company f/k/a Collect Plastics LLC ("Grantor") and Diamond Business Credit, LLC, a Massachusetts limited liability company ("Lender").

WITNESSETH:

WHEREAS, Grantor and Lender are parties to that certain Loan Agreement and Security Agreement dated December 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; together with all related agreements, instruments and other documents, the "Loan Documents"; and

WHEREAS, pursuant to the Loan Documents, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. In addition to those terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

(a) "General Intangibles" means general intangibles (as that term is defined in the Uniform Commercial Code as adopted and in effect in the Commonwealth of Massachusetts).

(b) "Intellectual Property Licenses" means rights under or interest in any patent, trademark, copyright or other intellectual property license, including software license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement.

(c) "Trademarks" means trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications of Grantor, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter.

4. LOAN DOCUMENTS. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents under which Grantor has granted to Lender a security interest in assets of Grantor, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future registered trademarks or applications therefor which become part of Lender's collateral under this Trademark Security Agreement or any other Loan Document. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in any collateral, whether or not listed on Schedule I.

6. GOVERNANCE LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.



7. COUNTERPARTS. This Trademark Security Agreement, which may be executed in any number of counterparts, which together constitute but one agreement.

IN WITNESS WHEREOF, the undersigned have caused this Patent Security Agreement to be executed and delivered as of the date first set forth above.

CELLECT TECHNOLOGIES, LLC

By: Scott C. Smith  
Scott C. Smith

DIAMOND BUSINESS CREDIT, LLC

By: George P. Gochis  
Name: GEORGE P GOCHIS  
Title: PRESIDENT

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Mark	US Application/ Registration No.	App./Reg. Dates
THE GREEN STUFF	85061223	June 11, 2010
GREEN TEAM	85127467	September 10, 2010
GREEN TEAM	85127326	September 10, 2010
OPFLEX MITT	85110623	August 18, 2010
OPFLEX BOOM	85110580	August 18, 2010
OPFLEX PAD	85110572	August 18, 2010
OPFLEX SWEEP	85110561	August 18, 2010
OPFLEX MOP	85110543	August 18, 2010
LCI	85108346	August 16, 2010
OPFLEXIBILITY	85089515	July 21, 2010
OPFLEX-ABILITY	85089501	July 21, 2010
OPFLEX	85096423 / 3908179	July 29, 2010 / January 18, 2011
I-CELL	78568011 / 3230943	February 15, 2005 / April 17, 2007
OPFLEX	77532493 / 3583235	July 28, 2008 / March 3, 2009
EXP	76637185 / 3261646	April 27, 2005 / July 10, 2007
MICROFLEX	76369883 / 2879962	February 12, 2002 / August 31, 2004
EVACELL	76369880 / 2795664	February 12, 2002 / December 16, 2003
PROTECTING YOUR INTERESTS WITH THE WORLD'S LEADING FOAM TECHNOLOGY	75580669 / 2478375	November 2, 1998 / August 14, 2001
SSP	74545529 / 1922009	July 5, 1994 / September 26, 1995
MICROCELL	73652476 / 1509228	March 31, 1987 / October 18, 1988
OPCELL	73612495 / 1444123	August 1, 1986 / June 23, 1987

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