

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
Capitol Cups, Inc.		12/27/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cyprum Investors IV LP, as Administrative Agent
Street Address:	c/o Cyprum Investment Partners LLC, 200 Public Square
Internal Address:	Suite 2020, Attn: Beth Laschinger
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77773333	EASY TUMBLER
Serial Number:	85770027	USA KIDS

CORRESPONDENCE DATA

Fax Number: 4045818330
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-581-8275
 Email: srbrown@jonesday.com
 Correspondent Name: Sidney R. Brown, Jones Day
 Address Line 1: 1420 Peachtree Street, NE
 Address Line 2: Suite 800
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	458794-600010
NAME OF SUBMITTER:	Sidney R. Brown

CH \$65.00 77773333

Signature:	/Sidney R. Brown/
Date:	01/10/2014
Total Attachments: 6 source=CV Holdings - Trademark Security Agreement#page1.tif source=CV Holdings - Trademark Security Agreement#page2.tif source=CV Holdings - Trademark Security Agreement#page3.tif source=CV Holdings - Trademark Security Agreement#page4.tif source=CV Holdings - Trademark Security Agreement#page5.tif source=CV Holdings - Trademark Security Agreement#page6.tif	

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY AND ANY SECURITY INTERESTS OR OTHER LIENS SECURING SUCH OBLIGATIONS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF DECEMBER 27, 2013, AMONG CYPRIUM INVESTORS IV LP, A DELAWARE LIMITED PARTNERSHIP, AS AGENT FOR THE SUBORDINATED CREDITORS DESCRIBED THEREIN, CV HOLDINGS, L.L.C., THE OTHER BORROWERS AND CREDIT PARTIES PARTY THERETO, AND GENERAL ELECTRIC CAPITAL CORPORATION AS AGENT FOR THE SENIOR CREDITORS DESCRIBED THEREIN.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CYPRIUM INVESTORS IV LP, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below) and the Purchasers.

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Note Purchase Agreement, dated as of December 27, 2013 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the "Note Purchase Agreement"), by and among CV HOLDINGS, L.L.C., as the Issuer Representative and an Issuer, the other Issuers and Credit Parties from time to time party thereto, the Purchasers from time to time party thereto and Agent, the Purchasers have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 27, 2013 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of Agent, to guarantee the Obligations (as defined in the Note Purchase Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and Agent to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Purchasers, and grants to Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

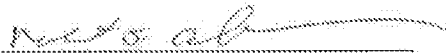
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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 NEW YORK.


[SIGNATURE PAGES FOLLOW]

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

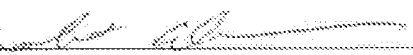
CV HOLDINGS, L.L.C.

By: 
Name: Robert S. Abrams
Title: Manager

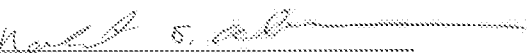
CAPITOL CUPS, INC.

By: 
Name: Robert S. Abrams
Title: Chief Executive Officer

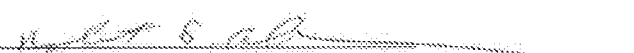
CAPITOL MEDICAL DEVICES, INC.

By: 
Name: Robert S. Abrams
Title: Chief Executive Officer

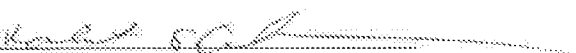
CAPITOL PLASTIC PRODUCTS, L.L.C.

By: 
Name: Robert S. Abrams
Title: Manager

CSP TECHNOLOGIES, INC.

By: 
Name: Robert S. Abrams
Title: Chief Executive Officer

CV PARTNERS

By: 
Name: Robert S. Abrams
Title: Managing Agent

TOTAL INNOVATIVE PACKAGING, INC.

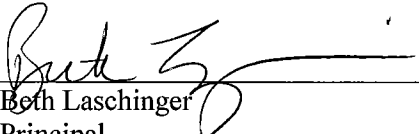
By: *Robert S. Abrams*
Name: Robert S. Abrams
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CYPRIMUM INVESTORS IV LP, as Agent

By: CYPRIMUM IV MANAGEMENT LLC, its General
Partner

By: CYPRIMUM INVESTMENT PARTNERS
LLC, its Manager

By: 
Name: Beth Laschinger
Title: Principal

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Serial No.	Registration Stage	Registration No.	Owner
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EASY TRAVELER	US	78199362	Registered	2877984	Capitol Insulated Products, Inc.
ACTIV-DRI	US	75566494	Registered	2526427	CSP Technologies, Inc.
ACTIV-STRIP	US	75566497	Registered	2458970	CSP Technologies, Inc.
ACTIV-VIAL	US	75566499	Registered	2548705	CSP Technologies, Inc.
CSP TECHNOLOGIES	US	76033420	Registered	2465525	CSP Technologies, Inc.
CSP TECHNOLOGIES ENGINEERED POLYMERIC SOLUTIONS (Logo)	US	76033421	Registered	2461542	CSP Technologies, Inc.
CSP TECHNOLOGIES ENGINEERED POLYMERIC SOLUTIONS (Word)	US	76033422	Registered	2495884	CSP Technologies, Inc.
CSP Technologies - Engineered Packaging Solutions	US	77678265	Registered	3809086	CSP Technologies, Inc.
CSP	US	76167900	Registered	2517075	CSP Technologies, Inc.
SIP 'N TOSS	US	77456644	Registered	3911479	CSP Technologies, Inc.
ACTIV-POLYMER	US	77175586	Registered	3465463	CSP Technologies, Inc.
EASY TUMBLER	US	77773333	Registered	3746619	Capitol Cups, Inc.

USA KIDS	US	85770027	Registered	4326186	Capitol Cups, Inc.
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