

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300134

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moss Holding Company		04/02/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Graycliff Mezzanine II LP, as Collateral Agent		
<b>Street Address:</b>	500 Fifth Avenue, 47th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10110		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4498701	EZ N-LINE	
<b>Serial Number:</b>	86136532	PINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	210196-98		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		
<b>SIGNATURE:</b>	/Oscar Ruiz/		
<b>DATE SIGNED:</b>	04/02/2014		
<b>Total Attachments: 4</b>			
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This instrument and the rights and obligations evidenced hereby are and shall at all times be and remain subordinated in right of payment to the extent and in the manner set forth in that certain Subordination Agreement, dated as of June 28, 2013, by and among Fifth Third Bank, Graycliff Mezzanine II LP, Moss Holding Company, and CPC/Moss Holdings, Inc., as amended, to the prior payment in full in cash of all Senior Debt (as defined therein)

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of April 2, 2014, is executed and delivered by MOSS HOLDING COMPANY, a Delaware corporation (“**Grantor**”), in favor of GRAYCLIFF MEZZANINE II LP, in its capacity as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

### **RECITALS:**

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of the Collateral Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties (and hereby ratifies,

confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.

3. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures delivered by facsimile and other electronic transmission shall bind the parties hereto.

4. *Governing Law.* THE LEGAL REQUIREMENTS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

*Remainder of Page Intentionally Left Blank  
- Signature Page(s) Follow -*

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

**MOSS HOLDING COMPANY,**  
a Delaware corporation

By:  \_\_\_\_\_

Name: Mark Ollinger

Title: Chief Financial Officer

**ANNEX 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Registration Date</u>	<u>U.S. Trademark Registration No.</u>
EZ N-LINE	3/18/14	4498701

**TRADEMARK APPLICATIONS**

<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial No.</u>
PINK	12/5/13	86136532