

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301314

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERNATIONAL CONTRACT MOLDING, LLC		04/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
OTTO ENVIRONMENTAL SYSTEMS (AZ), LLC		04/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
OTTO ENVIRONMENTAL SYSTEMS (NC), LLC		04/03/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
OTTO CONTAINER MANAGEMENT LLC		04/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
OTTO INDUSTRIES NORTH AMERICA, INC.		04/03/2014	CORPORATION: DELAWARE
OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC.		04/03/2014	CORPORATION: DELAWARE
OTTO REAL ESTATE ARIZONA, LLC		04/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
OTTO REAL ESTATE NORTH CAROLINA, LLC		04/03/2014	LIMITED LIABILITY COMPANY: NORTH CAROLINA
OTTO EQUIPMENT FINANCE, LLC		04/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
OTTO INDUSTRIES HOLDING, INC.		04/03/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	3475 Piedmont Road NE
<b>Internal Address:</b>	18th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30305
<b>Entity Type:</b>	Banking Institution: UNITED STATES

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	1785432	ZARN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86025794	COLORFUSE

**CORRESPONDENCE DATA**

**Fax Number:** 6785532693

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

**Phone:** 678-553-2692

**Email:** gurveys@gtlaw.com

**Correspondent Name:** Greenberg Traurig, LLP c/o Sheryl Gurvey

**Address Line 1:** Terminus 200

**Address Line 2:** 3333 Piedmont Road, NE, Suite 2500

**Address Line 4:** Atlanta, GEORGIA 30305

<b>ATTORNEY DOCKET NUMBER:</b>	132425.010900
<b>NAME OF SUBMITTER:</b>	Sheryl Gurvey
<b>SIGNATURE:</b>	/Sheryl Gurvey/
<b>DATE SIGNED:</b>	04/14/2014

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") is made as of the April 3, 2014, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and JPMorgan Chase Bank, N.A., in its capacity as lender (the "Lender") under the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among INTERNATIONAL CONTRACT MOLDING, LLC, a Delaware limited liability company; OTTO ENVIRONMENTAL SYSTEMS (AZ), LLC, a Delaware limited liability company; OTTO ENVIRONMENTAL SYSTEMS (NC), LLC, a North Carolina limited liability company; OTTO CONTAINER MANAGEMENT LLC, a Delaware limited liability company; OTTO INDUSTRIES NORTH AMERICA, INC., a Delaware corporation; OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC., a Delaware corporation; OTTO REAL ESTATE ARIZONA, LLC, a Delaware limited liability company; OTTO REAL ESTATE NORTH CAROLINA, LLC, a North Carolina limited liability company; OTTO EQUIPMENT FINANCE, LLC, a Delaware limited liability company; OTTO INDUSTRIES HOLDING, INC., a Delaware corporation, and Lender, Lender has agreed to make certain financial accommodations available to the "Borrowers", defined therein, from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Loan Parties shall have executed and delivered to Lender, that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
  - (a) all of such Grantor's Trademarks, including those referred to on Schedule I attached hereto;

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

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) the right to receive license fees, royalties, and other compensation under any License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar

terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

**8. 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 OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. LENDER AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

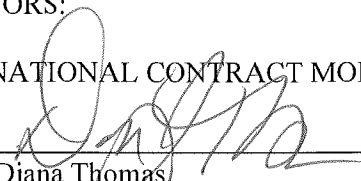
**10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LENDER AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. LENDER AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[Continued on following page.]

IN WITNESS WHEREOF, the Grantors and the Lender have executed this Trademark Security Agreement as of the date first above written.

GRANTORS:

INTERNATIONAL CONTRACT MOLDING, LLC

By:   
Name: Diana Thomas  
Title: Treasurer

OTTO ENVIRONMENTAL SYSTEMS (AZ), LLC

By:   
Name: Diana Thomas  
Title: Treasurer

OTTO ENVIRONMENTAL SYSTEMS (NC), LLC

By:   
Name: Diana Thomas  
Title: Treasurer

OTTO CONTAINER MANAGEMENT LLC

By:   
Name: Diana Thomas  
Title: Treasurer

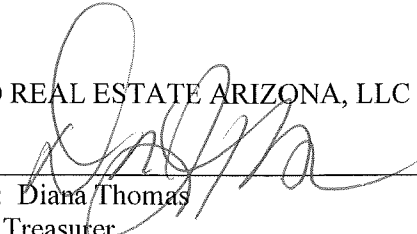
OTTO INDUSTRIES NORTH AMERICA, INC.

By:   
Name: Diana Thomas  
Title: Treasurer

OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, INC.

By:   
Name: Diana Thomas  
Title: Treasurer

OTTO REAL ESTATE ARIZONA, LLC

By:   
Name: Diana Thomas  
Title: Treasurer

OTTO REAL ESTATE NORTH CAROLINA, LLC

By:   
Name: Diana Thomas  
Title: Treasurer

OTTO EQUIPMENT FINANCE, LLC

By:   
Name: Diana Thomas  
Title: Treasurer

OTTO INDUSTRIES HOLDING, INC.

By:   
Name: Diana Thomas  
Title: Treasurer

JPMORGAN CHASE BANK, N.A., as Lender

By: Kevin Harrison  
Name: Kevin Harrison  
Title: Senior Vice President

[OTTO---TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005259 FRAME: 0856**



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

TRADEMARKS:

Name of Grantor	Trademark	Registration Date	Registration Number
Otto Industries North America, Inc.	ZARN	August 3, 1993	1,785,432

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Otto Environmental Systems North America, Inc.	86/025,794	August 1, 2013	86/025,794
Otto Industries North America, Inc.			