

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302947

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|---|--|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tufco, L.P. | | 02/24/2014 | LIMITED PARTNERSHIP: DELAWARE |
| Tufco Technologies, Inc. | | 02/24/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | |
| Street Address: | 10 South Dearborn St., 22nd Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1703259 | HAMCO | |
| Registration Number: | 4036018 | WIPE-A-WAYS | |
| Registration Number: | 2936164 | TUFCO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637865 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 312-201-3865 | | |
| Email: | sharon.patterson@goldbergkohn.com | | |
| Correspondent Name: | Sharon Patterson, Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd., 55 E. Monroe St. | | |
| Address Line 2: | Ste 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 1075.239 | | |
| NAME OF SUBMITTER: | Sharon Patterson | | |
| SIGNATURE: | /sharon patterson/ | | |
| DATE SIGNED: | 04/29/2014 | | |
| Total Attachments: 5 | | | |

OP \$90.00 1703259

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is dated as of February 24, 2014, by TUFECO TECHNOLOGIES, INC., a Delaware corporation ("Holdings"), and TUFECO, L.P., a Delaware limited partnership ("Tufco"; Holdings and Tufco are collectively referred to as the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Tufco, Hamco Manufacturing and Distributing LLC ("Hamco"), Holdings, the other Loan Parties party thereto, Administrative Agent and the Lenders party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of Tufco and Hamco (the "Borrowers"), and Holdings has guaranteed all obligations of each Borrower thereunder; and

WHEREAS, pursuant to the Credit Agreement, each Borrower, Holdings and each other Loan Party entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each such person granted to Administrative Agent, for its own benefit and for the benefit of the Lenders, among other things, a continuing security interest in certain of such person's assets, including, without limitation, the Trademark Collateral (as defined below).

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Tufco, 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, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of Lenders, a Lien on and security interest in, all of Tufco's right, title and interest in, to and under the following (collectively, the "Tufco Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable

with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world. Holdings, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guaranteed Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of Lenders, a Lien on and security interest in, all of Tufco's right, title and interest in, to and under the following (collectively, the "Holdings Trademark Collateral"; and together with the Tufco Trademark Collateral, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

6. Counterparts. This 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

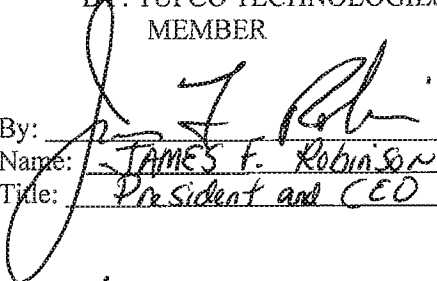
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

GRANTORS:

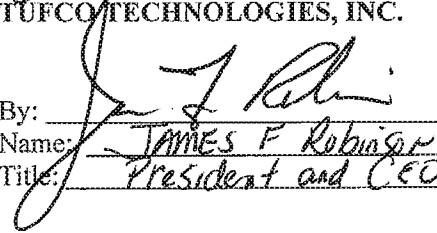
TUFCO, L.P.

BY: TUFCO LLC, ITS GENERAL PARTNER

BY: TUFCO TECHNOLOGIES, INC., ITS MEMBER

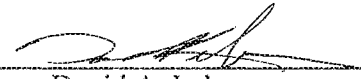
By: 
Name: JAMES F. Robinson
Title: President and CEO

TUFCO TECHNOLOGIES, INC.

By: 
Name: JAMES F. Robinson
Title: President and CEO

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: David A. Lehner
Title: Authorized Officer

SCHEDULE A

TRADEMARKS

| MARK | SERIAL NUMBER | STATUS | REGISTRATION NUMBER | REGIS. DATE | OWNER INFORMATION |
|-------------|---------------|------------|---------------------|-------------|--------------------------|
| WIPE-A-WAYS | 85085255 | Registered | 4036018 | 10/04/11 | Tufco Technologies, Inc. |
| TUFCO | 78318884 | Registered | 2936164 | 03/29/05 | Tufco Technologies, Inc. |
| HAMCO | 74206296 | Registered | 1703259 | 07/28/92 | Tufco, L.P. |