

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EL DORADO SHIPPING SACK MANUFACTURING, INC.		09/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as agent		
Street Address:	222 South Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	banking corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2896177	STERASEAL	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31417000092		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	10/13/2014		
Total Attachments: 6			
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GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS** (this "*Agreement*"), dated as of September 3, 2014 is made by **EL DORADO SHIPPING SACK MANUFACTURING, INC.**, a Delaware corporation located at 2750 145th Street West Rosemount, Minnesota 55068 (the "*Grantor*"), in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, as Agent (the "*Agent*") in connection with that certain Security and Pledge Agreement dated as of September 3, 2014 among Grantor, the other "Grantors" party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "*Security Agreement*"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the trademarks and patents listed on Schedule A hereto (the "*Additional Intellectual Property*"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the trademarks and patents (including, without limitation, the Additional Intellectual Property) (collectively, the "*Collateral*"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

(Signature Page Follows)

(Signature Page to Grant of Security Interest In Trademark and Patent Rights)

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark and Patent Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

**EL DORADO SHIPPING SACK
MANUFACTURING, INC.**, a Delaware
corporation


By: _____


Kenneth Tallering
President

(Signature Page to Grant of Security Interest In Trademark and Patent Rights)

AGENT:

FIFTH THIRD BANK,
an Ohio banking corporation, as Agent

By: 
Carrie Weisman
Vice President

SCHEDULE A

(To Grant of Security Interest in Trademark and Patent Rights)

U.S. and foreign Patent and Trademark Registrations and Applications
and U.S. and Foreign Exclusive Patent and Trademark Licenses

Patents and Patent Licenses

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
El Dorado Shipping Sack Manufacturing, Inc.	N/A	13914665	Pending	06/11/2013

Trademarks and Trademark Licenses

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
El Dorado Shipping Sack Manufacturing, Inc.	N/A	76410943	2896177	05/20/2002	10/19/2004

Copyrights

Grantor	Copyright Title	Copyright Application	Copyright Registration Number	Copyright Application Number
None				