

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359630

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveying Parties and the Receiving Party previously recorded on Reel 005460 Frame 0508. Assignor(s) hereby confirms the Security Agreement.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COSRICH GROUP, INC.		06/23/2014	CORPORATION: DELAWARE
CUSTOM CUTLERY, INC.		06/23/2014	CORPORATION: DELAWARE
DIRECT PACK, INC.		06/23/2014	CORPORATION: DELAWARE
GEDNEY FOODS COMPANY, F/K/A M.A. GEDNEY CORPORATION		06/23/2014	CORPORATION: MINNESOTA
GENERAL PLASTICS NORTH CORPORATION		06/23/2014	CORPORATION: DELAWARE
PLASTICS COLOR CORPORATION		06/23/2014	CORPORATION: DELAWARE
PMC SPECIALTIES GROUP, INC.		06/23/2014	CORPORATION: DELAWARE
PSC INDUSTRIES, INC.		06/23/2014	CORPORATION: DELAWARE
RASCHIG USA INC., F/K/A RASCHIG JAEGER TECHNOLOGIES CORPORATION, F/K/A JAEGER PRODUCTS ACQUISITION CORPORATION		06/23/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3332661	BOY BANDS
Registration Number:	4296673	ECO-WEDGE
Registration Number:	3332662	GIRL BANDS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3332740	MAKE YOUR OWN-AGES
Registration Number:	3336112	OUCHIES
Registration Number:	3309004	OUCHIES
Registration Number:	3332552	TEEN-AGES
Registration Number:	3781556	CONTEMPL8
Registration Number:	3723057	IMMUN8
Registration Number:	3521688	VITAL8
Registration Number:	3785879	HEARTGR8
Serial Number:	85955665	OUCHIES FOR OTHERS
Registration Number:	3780639	GREENTREE ENVIRONMENT FRIENDLY DINNERWAR
Registration Number:	4019800	PYRAPAK
Registration Number:	3917690	BOTTLEBOX
Serial Number:	85450746	PYRABOWL
Serial Number:	77625705	TWIST-WARE
Serial Number:	77891423	BOTTLE BOWL
Serial Number:	77891431	BOTTLE BLEND
Registration Number:	924777	CRICKLES
Registration Number:	2134812	DEVIL'S FIRE
Registration Number:	57000	GEDNEY
Registration Number:	2652008	GEDNEY
Registration Number:	2588605	GEDNEY SINCE 1881
Registration Number:	2309476	GEDNEY SINCE 1881
Registration Number:	2652281	PICKLE PEOPLE
Registration Number:	897936	SUGARLOAF
Registration Number:	2259638	ZINGERS
Serial Number:	78076454	STATE FAIR
Registration Number:	734409	SERGENE
Registration Number:	1728217	GP
Registration Number:	4425011	COBRATEC HSA
Registration Number:	0384679	DYPHENE
Registration Number:	2515268	REJEX-IT
Registration Number:	1248036	SYNCAL
Registration Number:	1831032	XBINX
Registration Number:	2797644	THERMO SAVER
Registration Number:	1216589	
Registration Number:	1216588	JAEGER TRI-PACKS
Registration Number:	1156875	TRI-PACKS
Serial Number:	86024392	RASCHIG RASCHIG USA INC.

Property Type	Number	Word Mark
Serial Number:	86024396	RASCHIG RASCHIG USA INC.
Serial Number:	86024403	RASCHIG RASCHIG USA INC.
Serial Number:	86024410	RASCHIG RASCHIG USA INC.
Serial Number:	86024447	RASCHIG RASCHIG USA INC.
Serial Number:	86024429	RASCHIG RASCHIG USA INC
Serial Number:	85931027	TRI-PACKS

CORRESPONDENCE DATA

Fax Number:

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.

Email: kansley@stradley.com
Correspondent Name: Kareem Ansley
Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	185535-0019
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	10/22/2015

Total Attachments: 19

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Re: 700516547 08/22/2014

Form PTO-1594 (Rev. 04/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

12/30/2014

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103670179

To the director of the U. S. Patent and Trademark Office
1. Name of conveying party(ies)/Executive

Documents or the new address(es) below
of receiving party(ies)

COSRISH GROUP, INC.

Additional names, addresses, or citizenship attached? Yes No
Name: Wells Fargo Bank, National Association

Internal Address:
Street Address: 2450 Colorado Avenue, Suite 3000 West
City: Santa Monica
State: CA
Country: USA Zip: 90404

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE
Execution Date(s) June 23, 2014
Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

- Association Citizenship: USA
- General Partnership Citizenship:
- Limited Partnership Citizenship:
- Corporation Citizenship:
- Other ___ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien
Internal Address: CT Lien Solutions
Street Address: 187 Wolf Road, Suite 101
City: Albany
State: NY Zip: 12205
Phone Number: 800-342-3676
Fax Number: 800-962-7049
Email Address: cls-udsa@albanyny@wolterskluwer.com

6. Total number of applications and registrations involved: 63

- 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974
Expiration Date 3/17
b. Deposit Account Number
Authorized User Name:

9. Signature:

Signature
Joanne BL Arnold
Name of Person Signing

August 20, 2014
Date

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (703) 305-6985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$2140.00 85995665

TRADEMARK
REEL: 005460 FRAME: 0508
TRADEMARK
REEL: 005650 FRAME: 0901

[Execution]

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated June ~~22~~²³ 2014, is by and between Cosrich Group, Inc., a Delaware corporation ("Cosrich"), Custom Cutlery, Inc., a Delaware corporation ("Cutlery"), Direct Pack, Inc., a Delaware corporation ("Direct"), Gedney Foods Company, a Minnesota corporation ("Gedney"), General Plastics North Corporation, a Delaware corporation ("General Plastics North"), Plastics Color Corporation, a Delaware corporation ("PCC"), PMC Specialties Group, Inc., a Delaware corporation ("Specialties"), PSC Industries, Inc., a Delaware corporation ("PSC Industries"), Raschig USA, Inc., a Delaware corporation ("Raschig", and together with Cosrich, Cutlery, Direct, Gedney, General Plastics North, PCC, Specialties, and PSC Industries, each individually a "Debtor", and collectively, jointly and severally, the "Debtors"), with their chief executive offices as set forth in each Debtors' respective signature block, and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined), acting for and on behalf of the parties thereto as lenders and other parties as provided therein ("Agent"), having an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404.

W I T N E S S E T H :

WHEREAS, Each Debtor has adopted, used and are using, and are the owners of the entire right, title, and interest in and to the trademarks, tradenames, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtors and their affiliates as set forth in the Second Amended and Restated Loan and Security Agreement, dated as April 15, 2008, as amended by Amendment No. 1 to Second Amended and Restated Loan and Security Agreement and Consent, dated as of September 24, 2008, by Amendment No. 2 to Second Amended and Restated Loan and Security Agreement, dated as of July 15, 2010, by Amendment No. 3 to Second Amended and Restated Loan and Security Agreement, dated as of March 31, 2011, by Amendment No. 4 to Second Amended and Restated Loan and Security Agreement, dated as of September 28, 2012, by Amendment No. 5 to Second Amended and Restated Loan and Security Agreement, dated as of September 24, 2013, and by Amendment No. 6 to Second Amended and Restated Loan and Security Agreement, dated as of February 26, 2014 ("Amendment No. 6"), by and among Agent, Lenders, Debtors and certain affiliates of Debtors (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement); and

WHEREAS, in order to continue to induce Agent and Lenders to make loans and advances and provide other financial accommodations to Debtors pursuant thereto, each Debtor has agreed to grant to Agent, for itself and the benefit of the other Secured Parties (as defined in the Loan Agreement), certain collateral security as set forth herein;

WHEREAS, pursuant to Section 17 of the Amendment No. 6, each Debtor agrees to execute and deliver this Agreement to further evidence and perfect Agent's security interest in the trademarks identified on Exhibit A granted by the Loan Parties to the Agent.

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

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), each Debtor hereby grants to Agent, for itself and the benefit of the other Secured Parties, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) each of the Debtors' now existing or hereafter acquired right, title, and interest in and to: (i) each of the Debtors' respective trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to each Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein); (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by the Debtors against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Each Debtor hereby represents, warrants and covenants with and to Agent and the other Secured Parties the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Each Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and each Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Each Debtor shall, at such Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) hereof.

(c) Each Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Each Debtor shall, at such Debtor's expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Each Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent. Each Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtors do not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in the Perfection Certificate (as defined in the Loan Agreement), dated as of February 26, 2014, provided by each Debtor .

(f) Each Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other

disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its discretion, pay any amount or do any act which any Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Each Debtor shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to such Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Each Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless such Debtor has given Agent thirty (30) days prior written notice of such action. If, after the date hereof, any Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, such Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Agent.

(i) No Debtor has abandoned any of the Trademarks and each Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Each Debtor shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Each Debtor shall render any assistance, as Agent shall determine is necessary, to Agent and the other Secured Parties in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as such Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. Each Debtor shall promptly notify Agent if such Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Agent, each Debtor, at such Debtor's expense, shall join with Agent in such action as Agent, in

Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(l) Debtors assume all responsibility and liability arising from the use of their respective Trademarks and each Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by any Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by such Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Each Debtor shall promptly pay Agent and the other Secured Parties for any and all expenditures made by Agent and the other Secured Parties pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. Events of Default. All Obligations shall become immediately due and payable, without notice or demand, at the option of Agent, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent and the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent and the other Secured Parties shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtors except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtors nor any affiliate or subsidiary of Debtors make any use of their respective Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Agent, for itself and the benefit of the other Secured Parties, by Debtors or any subsidiary or affiliate of Debtors or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to any

Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to such Debtor of any proposed disposition shall be deemed reasonable notice thereof and such Debtor waives any other notice with respect thereto. Agent and the other Secured Parties shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of each Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtors, jointly and severally, agree to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Each Debtor agrees that Agent has no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its discretion determine. Debtors, jointly and severally, shall remain liable to Agent for any of the Obligations remaining unpaid after the application of such proceeds, and Debtors shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Each Debtor shall supply to Agent or to Agent's designee, such Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and such Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflict of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtors, jointly and severally, and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtors and Agent and the other Secured Parties in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtors or its property, jointly and severally, in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtors or its property, jointly and severally).

(c) Each Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon any Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, each Debtor shall appear in answer to such process, failing which such Debtor shall be deemed in default and judgment may be entered by Agent against such Debtor for the amount of the claim and other relief requested.

(d) EACH DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY DEBTOR AND AGENT IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT SUCH DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF SUCH DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and the other Secured Parties shall not have any liability to any Debtor (whether in tort, contract, equity or otherwise) for losses suffered by any Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or any other Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Agent and the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with

the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: PMC Global, Inc.
12243 Branford Street,
Sun Valley, California 91352
Attention: Tina Toy
Telephone No.: 818-896-1101
Telecopy No.: 818-897-0180

If to Agent: Wells Fargo Capital Finance, LLC,
as Agent
2450 Colorado Avenue, Suite 3000 West,
Santa Monica, California 90404
Attention: Dennis King
Telephone No.: (310) 453-7220
Telecopy No.: (866) 615-7803

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtors, Lender, Secured Party and Agent pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon each Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent in accordance with the terms of Section 11.3 of the Loan Agreement. Agent or Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent in accordance with the terms of Section 11.3 of the Loan Agreement. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or any Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or any Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.


(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Debtors and Agent have executed this Agreement as of the day and year first above written.

Debtors

COSRICH GROUP, INC., a Delaware Corporation
CUSTOM CUTLERY, INC., a Delaware Corporation
DIRECT PACK, INC. a Delaware Corporation
GEDNEY FOODS COMPANY, F/K/A M.A.
GEDNEY CORPORATION, a Minnesota Corporation
GENERAL PLASTICS NORTH CORPORATION, a Delaware Corporation
PLASTICS COLOR CORPORATION, a Delaware Corporation
PMC SPECIALTIES GROUP, INC., a Delaware Corporation
PSC INDUSTRIES, INC., a Delaware Corporation
RASCHIG USA INC., F/K/A RASCHIG JAEGER TECHNOLOGIES CORPORATION, F/K/A JAEGER PRODUCTS ACQUISITION CORPORATION, a Delaware Corporation

BY: 
TITLE: **EVP** of each
Address: 12243 Branford Street, SunValley, California 91352

WELLS FARGO CAPITAL FINANCE, LLC, as Agent and Lender

By: _____
Title: _____

X See Attached Document (Notary to cross out lines 1-6 below)
[] See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

1
2
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4
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6
[Handwritten signature]

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California
County of Los Angeles} ss.

Subscribed and sworn to (or affirmed) before me

on this 23rd day of June, 2014,

Date Month Year

By

(1) T. C. Cheong,

Name of Signer

Proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (,)
(and

(2) _____

Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

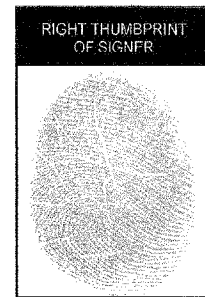


Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary

OPTIONAL

Though the information below is not required by law, it may prove valuable
to persons relying on the document and could prevent fraudulent removal
and reattachment of this form to another document.



Title or Type of Document: Trademark Collateral Assignment and Security Agreement

Document Date: June 23, 2014 Number of Pages 10 (Ten)

Signer is representing PMC Global, Inc., a Delaware Corporation

IN WITNESS WHEREOF, Debtors and Agent have executed this Agreement as of the day and year first above written.

Debtors

COSRICH GROUP, INC., a Delaware Corporation
CUSTOM CUTLERY, INC., a Delaware Corporation
DIRECT PACK, INC. a Delaware Corporation
GEDNEY FOODS COMPANY, F/K/A M.A.
GEDNEY CORPORATION, a Minnesota Corporation
GENERAL PLASTICS NORTH CORPORATION, a Delaware Corporation
PLASTICS COLOR CORPORATION, a Delaware Corporation
PMC SPECIALTIES GROUP, INC., a Delaware Corporation
PSC INDUSTRIES, INC., a Delaware Corporation
RASCHIG USA INC., F/K/A RASCHIG JAEGER TECHNOLOGIES CORPORATION, F/K/A JAEGER PRODUCTS ACQUISITION CORPORATION, a Delaware Corporation

BY:
TITLE: _____ of each
Address: 12243 Branford Street, SunValley, California 91352

WELLS FARGO CAPITAL FINANCE, LLC, as Agent and Lender

By: Don King
Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

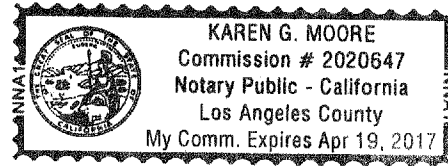
State of CALIFORNIA
County of Los Angeles

On August 8, 2014, before me, Karen G. Moore, Notary Public, personally appeared Dennis King, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Karen G. Moore* (Seal)



OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

INDIVIDUALS

X CORPORATE OFFICER: DENNIS KING - Vice President

PARTNERS () LIMITED () GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

**SIGNER IS REPRESENTING
WELLS FARGO CAPITAL
FINANCE**

NAME OF PERSON(S) OR ENTITY(IES):

**THIS
CERTIFICATE
MUST BE
ATTACHED TO
THE
DOCUMENT
DESCRIBED AT
RIGHT:**

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

TITLE OR TYPE OF DOCUMENT: Trademark Collateral Assignment and Security Agreement

DATE OF DOCUMENT:

SIGNER(S) OTHER THAN NAMED ABOVE: _____

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS

	Owner	Trademark	Registration Number	Registration Date	Application Number	Application Date
1.	Cosrich Group, Inc.	Boy Bands	3,332,661	11/6/2007		
2.	Cosrich Group, Inc.	Eco-Wedge	4,296,673	2/26/2013		
3.	Cosrich Group, Inc.	Girl Bands	3,332,662	11/6/2007		
4.	Cosrich Group, Inc.	Make Your Own - Ages	3,332,740	11/6/2007		
5.	Cosrich Group, Inc.	Ouchies	3,336,112	11/13/2007		
6.	Cosrich Group, Inc.	Ouchies (Stylized)	3,309,004	10/9/2007		
7.	Cosrich Group, Inc.	Teenages	3,332,552	11/6/2007		
8.	Cosrich Group, Inc.	Contempl8	3,781,556	4/27/2010		
9.	Cosrich Group, Inc.	Immun8	3,723,057	12/8/2009		
10.	Cosrich Group, Inc.	Vital8	3,521,688	10/21/2008		
11.	Cosrich Group, Inc.	Heartgr8	3,785,879	5/4/2010		
12.	Cosrich Group, Inc.	Ouchies for Others			85/95,665	6/10/2013
13.	Custom Cutlery, Inc.	GREENTREE ENVIRONMENT FRIENDLY DINNERWARE Stylized & Design	3,780,639	4/27/2010		
14.	Direct Pack, Inc.	Pyra-Pak	4,019,800	8/30/2011		
15.	Direct Pack, Inc.	Bottlebox	3,917,690	2/8/2011		
16.	Direct Pack, Inc.	Pyrabowl	4,019,800	8/30/2011	85450746	10/19/11
17.	Direct Pack, Inc.	Twist-ware			77/625,705	
18.	Direct Pack, Inc.	Bottle Bowl			77/891,423	8/9/2011
19.	Direct Pack, Inc.	Bottle Blend			77/891,431	
20.	Gedney Foods Company	Crickles (Stylized)	924,777	11/30/1971		
21.	Gedney Foods Company	Devil's Fire	2,134,812	2/3/1998		
22.	Gedney Foods Company	Gedney (Word only)	57000	10/30/2006		
23.	Gedney Foods Company	Gedney (Word only)	2,652,008	11/19/2002		
24.	Gedney Foods Company	Gedney Since 1881 (Word & Design)	2,588,605	7/2/2002		

	Owner	Trademark	Registration Number	Registration Date	Application Number	Application Date
25.	Gedney Foods Company	Gedney Since 1881 (Word & Design)	2,309,476	1/18/2000		
26.	Gedney Foods Company	Pickle People	2,652,281	12/16/1997		
27.	Gedney Foods Company	Sugar Loaf (word only)	897,936	9/1/1970		
28.	Gedney Foods Company	Zingers (word only)	2,259,638	7/6/1999		
29.	Gedney Foods Company	State Fair			78/076454	7/30/2001
30.	General Plastics North Corporation	Sergene	734,409	7/17/1962		
31.	General Plastics North Corporation	GP & Design	1,728,217	10/27/1992		
32.	Plastics Color Corporation	Plastics Color PMC	4894733	12/29/2005		
33.	Plastics Color Corporation	Plastics Color PMC	4894735	12/29/2005		
34.	Plastics Color Corporation	Plastics Color PMC	4894734	12/7/2005		
35.	PMC Specialties Group, Inc.	Cobratec	190461			
36.	PMC Specialties Group, Inc.	Cobratec	3046404	5/31/2005		
37.	PMC Specialties Group, Inc.	Cobratec	96634784	4/16/2008		
38.	PMC Specialties Group, Inc.	Cobratec	742412			
39.	PMC Specialties Group, Inc.	Cobratec	1017318			
40.	PMC Specialties Group, Inc.	Cobratec	112393			
41.	PMC Specialties Group, Inc.	Cobratec	887984	6/17/2000		
42.	PMC Specialties Group, Inc.	Cobratec	786511	11/30/2007		
43.	PMC Specialties Group, Inc.	Cobratec	398465	3/6/2008		
44.	PMC Specialties Group, Inc.	Cobratec	159351	5/17/2007		
45.	PMC Specialties Group, Inc.	Cobratec	878010			
46.	PMC Specialties Group, Inc.	Cobratec	792037	1/15/2008		
47.	PMC Specialties Group, Inc.	Cobratec	3211016	3/21/2004		
48.	PMC Specialties Group, Inc.	Cobratec	810544717	6/29/1981		
49.	PMC Specialties Group, Inc.	Cobratec	40946			
50.	PMC Specialties Group, Inc.	Cobratec HSA	4,425,011	10/29/2013		
51.	PMC Specialties Group, Inc.	Dyphene	0384679	1/28/2001		
52.	PMC Specialties Group, Inc.	Rejex-it	2,515,268	4/12/2001		
53.	PMC Specialties Group, Inc.	Sherbrite				
54.	PMC Specialties Group, Inc.	Syncal	1,248,036	8/16/1983		
55.	PMC Specialties Group, Inc.	Syncal	1158,715	8/1/2012		
56.	PMC Specialties Group, Inc.	Versatyl	799,305			
57.	PMC Specialties Group, Inc.	Xbinx	1,831,032	4/19/2004		

	Owner	Trademark	Registration Number	Registration Date	Application Number	Application Date
58.	PSC Industries, Inc.	Thermo-saver	2,797,644	12/23/2003		
59.	PSC Industries, Inc.	Packaging Service PMC	4894750			
60.	PSC Industries, Inc.	Packaging Service PMC	4894751			
61.	PSC Industries, Inc.	Packaging Service PMC	4894746			
62.	PSC Industries, Inc.	Packaging Service PMC	4894747			
63.	PSC Industries, Inc.	Packaging Service PMC	4894748			
64.	PSC Industries, Inc.	Packaging Service PMC	4894749			
65.	PSC Industries, Inc.	PSC Industries	4894745			
66.	PSC Industries, Inc.	PSC Industries	4894744			
67.	PSC Industries, Inc.	PSC Industries	4894740			
68.	PSC Industries, Inc.	PSC Industries	4894741			
69.	PSC Industries, Inc.	PSC Industries	4894742			
70.	PSC Industries, Inc.	PSC Industries	4894743			
71.	PSC Industries, Inc.	PSC	4894756			
72.	PSC Industries, Inc.	PSC	4894757			
73.	PSC Industries, Inc.	PSC	4894752			
74.	PSC Industries, Inc.	PSC	4894753			
75.	PSC Industries, Inc.	PSC	4894754			
76.	PSC Industries, Inc.	PSC	4894755			
77.	Raschig USA, Inc.	Design of Globe	63,716	5/28/1981		
78.	Raschig USA, Inc.	Globe Design	1,216,589	11/16/1982		
79.	Raschig USA, Inc.	Jaeger Tri-Packs	1,216,588	11/16/1982		
80.	Raschig USA, Inc.	Jaeger Tri-Packs	63,661	5/28/1981		
81.	Raschig USA, Inc.	Tri-Packs	1,156,875	6/9/1981		
82.	Raschig USA, Inc.	Raschig USA, inc.			86/024,392	7/31/2013
83.	Raschig USA, Inc.	Raschig USA, inc.			86/024,396	7/31/2013
84.	Raschig USA, Inc.	Raschig USA, inc.			86/024,403	7/31/2013
85.	Raschig USA, Inc.	Raschig USA, inc.			86/024,410	7/31/2013
86.	Raschig USA, Inc.	Raschig USA, inc.			86/024,447	7/31/2013
87.	Raschig USA, Inc.	Raschig USA, inc.			86/024,429	7/31/2013
88.	Raschig USA, Inc.	Raschig USA, inc.			85/931,027	5/14/2013

X See Attached Document (Notary to cross out lines 1-6 below)
□ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

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Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California
County of Los Angeles} ss.

Subscribed and sworn to (or affirmed) before me

on this 23rd day of June, 2014,

Date Month Year

By

(1) T. C. Cheong,
Name of Signer

Proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)
(and

(2)
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)



Place Notary Seal Above

Signature Trisha Ryder
Signature of Notary

OPTIONAL

Though the information below is not required by law, it may prove valuable
to persons relying on the document and could prevent fraudulent removal
and reattachment of this form to another document.

Title or Type of Document: Trademark Collateral Assignment and Security Agreement

SPECIAL POWER OF ATTORNEY (TRADEMARKS)

Document Date: June 23, 2014 Number of Pages 1 (One)

Signer is representing PMC Global, Inc., a Delaware Corporation

