

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Assignment and Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Winkler Plastic, LLC		10/13/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gemelli Group, LLC		
<b>Street Address:</b>	1901 Avenue of the Stars, 2nd Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3353360	WINPLAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)586-5095		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-381-8737		
<b>Email:</b>	triess@ctswlaw.com		
<b>Correspondent Name:</b>	Cohen Tauber Spievack & Wagner PC		
<b>Address Line 1:</b>	420 Lexington Avenue Suite 2400		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>NAME OF SUBMITTER:</b>	Yeu Ting Riess		
<b>Signature:</b>	/Yeu Ting Riess/		
<b>Date:</b>	10/14/2008		

**OP \$40.00 3353360**

Total Attachments: 3

**900118325**

**TRADEMARK  
 REEL: 003869 FRAME: 0792**

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**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 13, 2008, made by **WINKLER PLASTIC, LLC**, a California limited liability company, with its principal place of business located at 4889 Loma Vista Avenue, Vernon, California 90058 ("Grantor"), in favor of **GEMELLI GROUP, LLC**, a California limited liability company with offices at 1901 Avenue of the Stars, 2<sup>nd</sup> Floor, Los Angeles, California 90067 ("Lender").

Capitalized terms not otherwise defined herein have the meaning set forth in the Patent and Trademark Security Agreement, of even date herewith, between Grantor and Lender (the "Patent and Trademark Security Agreement").

**WITNESSETH:**

**WHEREAS**, the Grantor has acquired an interest in certain trademarks identified in **Exhibit 1** hereto (the "Trademarks");

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan and Security Agreement, dated as of October 13, 2008 (as from time to time amended or supplemented, the "Loan Agreement");

**WHEREAS**, it is a condition precedent to the Lender's entry into the Loan Agreement that the Grantor shall have executed and deliver the Patent and Trademark Security Agreement to the Lender;

**WHEREAS**, the Grantor wishes to grant to Lender a security interest in certain of its property and assets to secure the performance of its obligations under the Loan Agreement and the other Loan Documents;

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the collateral assignment of and grant of a security interest in the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby acknowledge and confirm that it has made a collateral assignment to the Lender of, and has granted to the Lender a security interest in, all of the Grantor's interests in the Trademarks. The Grantor also acknowledges and confirms that the rights and remedies of Lender with respect to the collateral assignment of and security interests in the Trademarks acknowledged and confirmed hereby are more fully set forth in the Patent and Trademark Security Agreement and the Loan Documents, the terms and provisions of which are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]



**EXECUTION COPY**

**EXHIBIT 1**

**Trademarks**

**Word Mark – WINPLAST**

Goods and Services - IC 020. US 002 013 022 025 032 050. G & S: Plastic containers, namely, tubs for consumer goods packaging; plastic storage containers for commercial use; plastic containers for commercial use.

Serial Number - 78569698

Filing Date - February 17, 2005

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