

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innoware Plastic, Inc.		12/18/2008	CORPORATION: FLORIDA
Innoware Paper, Inc.		12/18/2008	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77169419	JUST LIKE LINEN	
Serial Number:	77374472	ARTSTYLE	
Serial Number:	77113941	INNOWARE	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	233 S. Wacker Drive, Suite 5800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606-6401		
ATTORNEY DOCKET NUMBER:	034784-0070		
NAME OF SUBMITTER:	Zeynep Gieseke		

CH \$90.00 77169419

Signature:	/zg/
Date:	12/18/2008
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2008, (this "Agreement") is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Innoware Plastic, Inc. ("Innoware Plastic"), Innoware Paper, Inc. ("Innoware Paper"; Innoware Paper and Innoware Plastic, each a "Borrower" and collectively, the "Borrowers"), the Affiliates of the Borrowers from time to time party thereto as Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Guaranty and Security Agreement dated as of August 31, 2006 in favor of the Agent (the "Guaranty and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than any Excluded Property) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INNOWARE PLASTIC, INC., as Grantor

By: _____
Name:
Title:

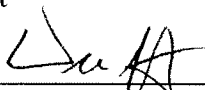
INNOWARE PAPER, INC., as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent


By:  _____
Name: Dean Jaffe
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

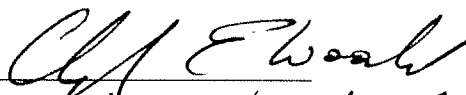
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INNOWARE PLASTIC, INC., as Grantor

By: 
Name: Charles E Woodward
Title: President & CEO

INNOWARE PAPER, INC., as Grantor

By: 
Name: Charles E Woodward
Title: President & CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. US REGISTERED TRADEMARKS

None.

2. FOREIGN REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark/Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
InnoWare Plastic, Inc.	Innoware (Mexico)	1023712	February 14, 2008
InnoWare Plastic, Inc.	Innoware (Mexico)	1020658	January 24, 2008
InnoWare Plastic, Inc.	Innoware (Mexico)	1009918	October 31, 2007
InnoWare Plastic, Inc.	Innoware (Mexico)	1028063	February 29, 2008
InnoWare Plastic, Inc.	Innoware (Mexico)	1025506	February 21, 2008

3. US TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
InnoWare Paper, Inc.	Just Like Linen	77/169,419	April 30, 2007
InnoWare Paper, Inc.	Artstyle	77/374472	January 17, 2008
InnoWare Plastic, Inc.	InnoWare	77/113941	February 22, 2007

FOREIGN TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark/Country</u>	<u>Serial Number</u>	<u>Application Date</u>
InnoWare Plastic, Inc.	Expressions (European Community)	007203425	September 1, 2008

InnoWare Plastic, Inc.	Innoware (Canada)	1337362	February 28, 2007
InnoWare Plastic, Inc.	Innoware and Design (Canada)	1366890	October 10, 2007
InnoWare Plastic, Inc.	Innoware and Design (Mexico)	885877	September 28, 2007
InnoWare Plastic, Inc.	Innoware and Design (Mexico)	885875	September 28, 2007
InnoWare Plastic, Inc.	Innoware and Design (Mexico)	885874	September 28, 2007
InnoWare Plastic, Inc.	Innoware and Design (Mexico)	885873	September 28, 2007
InnoWare Plastic, Inc.	Innoware and Design (Mexico)	935452	May 21, 2008

4. IP LICENSES

None.