

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FISCHBEIN LLC		05/02/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF MONTREAL, as Administrative Agent
<b>Street Address:</b>	111 West Monroe St., 20th Floor East
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2788482	3597 BAG PRO
Registration Number:	2763982	EMPRESS
Registration Number:	3081024	EZ WEIGH
Registration Number:	2283190	FC
Registration Number:	2399015	FISCHBEIN CO.
Registration Number:	0551539	FISCHBEIN
Registration Number:	1019669	FISCHBEIN
Registration Number:	2844333	FISCHBEIN SAXON
Registration Number:	2831439	FISCHBEIN-INGLETT
Registration Number:	2930056	FLEXIBLE MATERIAL HANDLING
Registration Number:	2769085	NESTAFLEX
Registration Number:	2335589	SAXON
Registration Number:	2820848	SPIRAL GLIDE FOLDER TECHNOLOGY

OP \$340.00 2788482

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.103
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/03/2011

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of May 2, 2011 by FISCHBEIN LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, as "Borrower", the other "Guarantors" from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, the other "Debtors" party thereto and Administrative Agent and (b) this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[signature page follows]

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

FISCHBEIN LLC

By   
Name: Jeffrey Reed  
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By \_\_\_\_\_  
Name: Tim Dana  
Title: Director

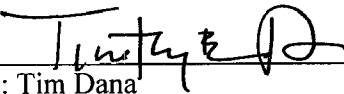
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FISCHBEIN LLC

By \_\_\_\_\_  
Name: Jeffrey Reed  
Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By  \_\_\_\_\_  
Name: Tim Dana  
Title: Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

Owner	Trademark	Country	Status	Appln. No.	File Date	Reg. No.	Reg. Date	Renewal Date
Fischbein LLC	3597 BAG PRO	United States	Registered	76/463978	04-Nov-02	2788482	02-Dec-03	02-Dec-13
Fischbein LLC	EMPRESS	United States	Registered	76/463977	04-Nov-02	2763982	16-Sep-03	16-Sep-13
Fischbein LLC	EZ WEIGH	United States	Registered	78/558859	02-Feb-05	3081024	11-Apr-06	11-Apr-16
Fischbein LLC	FC AND DESIGN	United States	Registered	75/533591	10-Aug-98	2283190	05-Oct-99	05-Oct-19
Fischbein LLC	FC FISCHBEIN CO.	United States	Renewed	75/533718	10-Aug-98	2399015	31-Oct-00	31-Oct-20
Fischbein LLC	FISCHBEIN	Benelux	Renewed	018225	16-Nov-71	74457	16-Nov-71	16-Nov-18
Fischbein LLC	FISCHBEIN	Canada	Renewed	206006	06-Feb-50	UCA035681	06-Feb-50	06-Feb-25
Fischbein LLC	FISCHBEIN	Germany	Renewed	F 20207 WZ	20-Nov-68	874933	20-Nov-68	20-Nov-18
Fischbein LLC	FISCHBEIN	Mexico	Renewed	148763	25-Jul-79	235263	08-Nov-79	25-Jul-14
Fischbein LLC	FISCHBEIN	South Africa	Renewed	84/10541	29-Nov-84	84/10541	29-Jan-86	29-Nov-14
Fischbein LLC	FISCHBEIN	Spain	Renewed	575996	07-Dec-68	575996	16-May-73	07-Dec-18
Fischbein LLC	FISCHBEIN	United Kingdom	Registered	B934061	19-Nov-68	B934061	19-Nov-68	19-Nov-13
Fischbein LLC	FISCHBEIN	United States	Registered	71/584806	14-Sep-49	551539	04-Dec-51	04-Dec-11
Fischbein LLC	FISCHBEIN	United States	Renewed	72/461539	28-Jun-73	1019669	02-Sep-75	02-Sep-15
Fischbein LLC	FISCHBEIN CO. AND DESIGN	Argentina	Registered	2202024	10-Feb-99	1787023	07-Apr-00	07-Apr-20
Fischbein LLC	FISCHBEIN CO. AND DESIGN	Australia	Registered	785035	09-Feb-99	785035	14-Jan-00	09-Feb-19
Fischbein LLC	FISCHBEIN CO. AND DESIGN	China (People's Republic)	Registered	6997991	13-Oct-08	6997991	07-Jul-10	06-Jul-20
Fischbein LLC	FISCHBEIN CO. AND DESIGN	European Community	Renewed	1068386	08-Feb-99	1068386	16-Aug-00	08-Feb-19
Fischbein LLC	FISCHBEIN CO. AND DESIGN	Mexico	Registered	363185	10-Feb-99	607831	29-Apr-99	10-Feb-19
Fischbein LLC	FISCHBEIN CO. AND DESIGN	South Africa	Registered	99/01976	09-Feb-99	99/01976	10-Jun-02	09-Feb-19

Fischbein LLC	FISCHBEIN CO. AND DESIGN	Switzerland	Renewed	02113/1999	09-Mar-99	465672	07-Oct-99	09-Mar-19
Fischbein LLC	FISCHBEIN CO. AND DESIGN	Thailand	Registered	380540	10-Feb-99	TM105771	19-Jan-00	09-Aug-18
Fischbein LLC	FISCHBEIN CO. AND DESIGN	Turkey	Renewed	99/1071	10-Feb-99	208654	10-Feb-99	10-Feb-19
Fischbein LLC	FISCHBEIN SAXON	United States	Registered	76/466277	04-Nov-02	2844333	25-May-04	25-May-14
Fischbein LLC	FISCHBEIN-INGLETT	United States	Registered	76/463981	04-Nov-02	2831439	13-Apr-04	13-Apr-14
Fischbein LLC	FLEXIBLE MATERIAL HANDLING DESIGN	United States	Registered	76/487329	04-Feb-03	2930056	08-Mar-05	08-Mar-15
Fischbein LLC	NESTAFLEX	United Kingdom	Renewed	1244682	24-Jun-85	1244682	04-Aug-86	24-Jun-16
Fischbein LLC	NESTAFLEX	United States	Registered	76/466616	13-Nov-02	2769085	30-Sep-03	30-Sep-13
Fischbein LLC	NESTAFLEX AND DESIGN	Canada	Renewed	387799	15-Jul-75	215141	30-Jul-76	30-Jul-21
Fischbein LLC	SAXON	United States	Registered	75/674128	05-Apr-99	2335589	28-Mar-00	28-Mar-20
Fischbein LLC	SPIRAL GLIDE FOLDER TECHNOLOGY	United States	Registered	76/463984	04-Nov-02	2820848	09-Mar-04	09-Mar-14