

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BE GREEN PACKAGING, LLC		12/13/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDLEY CAPITAL CORPORATION, AS AGENT		
<b>Street Address:</b>	375 Park Avenue, Suite 3304		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10152		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4355316	MOLDING THE FUTURE	
Registration Number:	4026849	SHAVE THE WORLD SAVE THE WORLD	
Registration Number:	3470736	NATURE'S CLAMSHELL	
Serial Number:	86083492	LIVE THE COLOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	51494/027		

CH \$115.00 4355316

**900274618**

**TRADEMARK**  
**REEL: 005173 FRAME: 0888**

NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	12/16/2013
<b>Total Attachments: 15</b> source=Medley_Be Green - IP Security Agreement (Exection)#page1.tif source=Medley_Be Green - IP Security Agreement (Exection)#page2.tif source=Medley_Be Green - IP Security Agreement (Exection)#page3.tif source=Medley_Be Green - IP Security Agreement (Exection)#page4.tif source=Medley_Be Green - IP Security Agreement (Exection)#page5.tif source=Medley_Be Green - IP Security Agreement (Exection)#page6.tif source=Medley_Be Green - IP Security Agreement (Exection)#page7.tif source=Medley_Be Green - IP Security Agreement (Exection)#page8.tif source=Medley_Be Green - IP Security Agreement (Exection)#page9.tif source=Medley_Be Green - IP Security Agreement (Exection)#page10.tif source=Medley_Be Green - IP Security Agreement (Exection)#page11.tif source=Medley_Be Green - IP Security Agreement (Exection)#page12.tif source=Medley_Be Green - IP Security Agreement (Exection)#page13.tif source=Medley_Be Green - IP Security Agreement (Exection)#page14.tif source=Medley_Be Green - IP Security Agreement (Exection)#page15.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, as it may be amended, restated or otherwise modified from time to time (this "Agreement"), is executed and delivered at Cleveland, Ohio as of this 13<sup>th</sup> day of December, 2013, by BE GREEN ACQUISITION COMPANY, a California limited liability company ("Acquisition Company"), BE GREEN PACKAGING, LLC, a California limited liability company (as successor by merger to Acquisition Company) ("Be Green"), BE GREEN PACKAGING: MANUFACTURING & DISTRIBUTION CENTERS, LLC, a Delaware limited liability company ("Be Green Manufacturing"), and BE GREEN HOLDING COMPANY, a Delaware corporation ("Parent"), (Acquisition Company, Be Green, Be Green Manufacturing, and Parent, together with their successors and assigns, each a "Grantor" and collectively, "Grantors"), to MEDLEY CAPITAL CORPORATION, a Delaware corporation, as agent for the financial institutions which are now or which hereafter become a party to the Credit Agreement, as hereinafter defined (collectively, "Lenders") (in such capacity, together with its successors and assigns, "Agent").

### RECITALS:

Acquisition Company, Be Green, Be Green Manufacturing, any other person that becomes a borrower thereunder (together with Acquisition Company, Be Green, and Be Green Manufacturing, each a "Borrower" and collectively, the "Borrowers"), Parent, any other person that becomes a Guarantor thereunder, Agent, and Lenders are entering into the Credit Agreement, as hereinafter defined. Grantors desire that Lenders grant the financial accommodations to Grantors as described in the Credit Agreement.

Each Grantor deems it to be in its direct pecuniary and business interests that Borrowers obtain from Lenders the Loans and the other financial accommodations provided to the Credit Parties under the Credit Agreement and the Other Documents.

Grantors understand that Agent and Lenders are willing to enter into the Credit Agreement and to grant such financial accommodations to Borrowers only upon the satisfaction of certain terms and conditions set forth therein, one of which is that Grantors grant to Agent, for the benefit of Lenders, a continuing security interest in, and an assignment of, the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation, if any, granted to Borrowers by Lenders under the Credit Agreement, as hereinafter defined, and for other valuable consideration.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

“Assignment” shall mean an Assignment in the form of Exhibit A hereto.

“Collateral” shall mean, collectively, all of Grantors’ existing and future (a) Patents; (b) Trademarks; (c) Copyrights; (d) Licenses; (e) goodwill of Grantors’ businesses, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (f) proceeds of any of the foregoing. Collateral shall not include any Excluded Collateral; provided, that, at such time as such Collateral shall no longer be Excluded Collateral, it shall be included in the Collateral.

“Copyright Office” shall mean the United States Copyright Office.

“Copyrights” shall mean (a) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office and those registered copyrights listed on Schedule C attached hereto and made a part hereof, (b) the right to obtain all renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, violation or other impairment thereof.

“Credit Agreement” shall mean the Senior Secured Credit, Guaranty and Security Agreement executed by and among Grantors, Agent and Lenders and dated as of even date herewith, as it may from time to time be amended, restated or otherwise modified.

“Licenses” shall mean any license agreement with any other party, whether any Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Grantors and now or hereafter covered by such licenses.

“Patents” shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; (d) all rights corresponding thereto throughout the world.

“Obligor” shall mean a Person whose credit or any of whose property is pledged to the payment of any portion of the Obligations and includes, without limitation, Borrowers, Parent and any Guarantor.

“PTO” shall mean the United States Patent and Trademark Office.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application (other than intent to use applications), registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Grantors hereby agree that Agent shall at all times have, and hereby grant to Agent, for the benefit of Lenders, a security interest in all of the Collateral, including (without limitation) all of each Grantor’s future Collateral, irrespective of any lack of knowledge by Agent or Lenders of the creation or acquisition thereof.

3. Reserved.

4. Further Assignment Prohibited. No Grantor shall enter into any agreement that is inconsistent with such Grantor’s obligations under this Agreement and no Grantor shall otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than in the ordinary course of business consistent with past practice or as otherwise permitted by the Credit Agreement without Agent’s prior written consent, which consent shall not be unreasonably withheld. Absent such prior written consent, any such attempted sale or license is null and void.

5. Reserved.

6. Reserved.

7. Event of Default.

(a) Grantors expressly acknowledge that Agent may record this Agreement with the PTO and/or the Copyright Office. Contemporaneously herewith, each Grantor shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Agent providing the notice provided for in this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice to Grantors and thereafter Agent may, in its sole discretion, record the Assignment with the PTO and/or the Copyright Office.

(b) If an Event of Default shall occur and such Event of Default has not been cured or waived, Grantors irrevocably authorize and empower Agent, on behalf of Lenders, to terminate any Grantor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that any Grantor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Obligations in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to Grantors at least ten (10) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Grantors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Grantors, which right is hereby waived and released.

8. Survival. The provisions of Sections 9, 11, 12, 22, 23, 24, 25 and 26 shall survive any termination of this Agreement.

9. Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Grantors shall have the obligation and duty to perform all acts reasonably necessary to maintain or preserve the Collateral as required by the Credit Agreement, provided that Grantors shall not be obligated to maintain any Collateral in the event any Grantor determines, in the reasonable business judgment of such Grantor, that the maintenance of such Collateral is no longer material to Grantor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent and Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Grantors, within ten (10) days of demand by Agent, and, until so paid after demand, shall be added to the principal amount of the Obligations.

10. Grantor's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, or unless any Grantor determines in the reasonable business judgment of such Grantor that the maintenance of such collateral is no longer necessary, such Grantor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, and to do any and all acts that are reasonably necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any reasonable expenses incurred by Agent in connection with the Collateral shall be borne by Grantors. Grantors shall not abandon any Collateral without the prior written consent of Agent, unless such

abandonment will not have a Material Adverse Effect on Grantors or such abandonment is an abandonment of a product or product line.

11. Agent's Rights to Enforce. Grantors shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and Lenders shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Grantors shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Lenders for all damages, reasonable costs and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by any Grantor.

12. Power of Attorney. Grantors hereby authorize and empower Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Grantors' true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Grantors' names on all applications, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If any Grantor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after reasonable notice to Grantors, but is not obligated to, do so in Grantor's name or in Agent's name, but at Grantors' expense, and Grantors hereby agree to reimburse Agent on demand in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

14. Additional Documents. Grantors shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been satisfied in full, Grantors shall obtain rights to any new Collateral, the provisions of Sections 2 and 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B, C or D attached hereto and made a part hereof as of the date hereof, and Grantors shall give Agent prompt written notice thereof.

16. Modification for New Collateral. Grantors hereby authorizes Agent to modify this Agreement by amending Schedules A, B, C and/or D to include any future Collateral as contemplated by Sections 2 and 15 hereof and, at Agent's request, Grantors shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B, C and/or D

shall be effective without the signature of Grantors. Grantors hereby acknowledge that Agent may refile or re-record this Agreement with the PTO and/or the Copyright Office, together with any such modification to Schedules A, B, C and/or D.

17. No Waiver. No course of dealing between Grantors and Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under any of the other Credit Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Agent and Lenders with respect to the Collateral, whether established hereby or by the other Credit Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Grantors and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Grantors may not assign any of their rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

22. Notice. All notices, requests, demands and other communications provided for hereunder shall be given to or made, and shall be deemed to be received, upon or by Grantors or Agent as the case may be, in accordance with the terms of Section 16.7 of the Credit Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws provisions. Any judicial proceeding brought by or against any Credit Party with respect to any of the Obligations, this Agreement, the other Credit Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or



venue or based upon forum non conveniens. Each Grantor waives the right to remove any judicial proceeding brought against such Credit Party in any state court to any federal court. Any judicial proceeding by any Grantor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the United States District Court of the Southern District of New York or New York County, respectively. Notwithstanding anything to the contrary herein, nothing herein shall, and nothing herein shall be deemed to, (A) limit the right of Agent or any Lender to bring proceedings against any Grantor in any other court, (B) limit the right of any party to serve process in any other manner permitted by Applicable Law, or (C) to preclude enforcement by Agent of any judgment or order obtained in any forum or jurisdiction.

24. Indemnity: Administration and Enforcement. Grantors will reimburse Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by Agent in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Grantors, at a rate per annum equal to the Default Rate.

25. Unconditional and Continuing Security Interest. Each Grantor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until the Obligations shall have been paid in full in cash and the commitments shall have been terminated in accordance with the terms of the Credit Agreement, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Obligations are outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Obligations for purposes of this Agreement, nor each Grantor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to any Obligor, whether or not liability therefor constitutes Obligations, or any failure or refusal of Agent or Lender to grant any other credit to any Obligor even if Agent or any Lender thereby breaches any duty or Commitment to Grantors or any other Person,

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Obligations,

(c) any extension, renewal, or refinancing of the Obligations in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of any other Credit Document, or any consent or other indulgence granted to any Obligor, or any waiver of any Event of Default (under this Agreement or the Credit Agreement),

(e) any acceptance of security for or any other Obligor on the Obligations or any part thereof, or any release of any security or other Obligor, whether or not Agent or any Lender receive consideration for the release,

(f) any discharge of the Obligations in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Obligations or any part thereof or any security therefor,

(h) any failure to give Grantors notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by any Grantor or any other Obligor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Obligor, or

(i) any defense that may now or hereafter be available to any Obligor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Obligations or any part thereof or of any Other Document.

26. No Setoff; Rights Against Other Obligors. Grantors hereby (a) waive all now existing or hereafter arising rights to recoup or offset any obligation of any Grantor under this Agreement against any claim or right of such Grantor against Agent or any Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Obligations shall have been paid in full (except for Contingent Indemnification obligations), Grantors will not assert against any other Obligor or any other Obligor's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

27. JURY TRIAL WAIVER. (a) EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor and Agent has executed this Agreement as of the date first above written.

**GRANTORS:**

BE GREEN ACQUISITION COMPANY LLC, as a Grantor

By: Stephen Rice  
Name: Stephen Rice  
Title: Vice President and Secretary

BE GREEN HOLDING COMPANY, as a Grantor

By: Stephen Rice  
Name: Stephen Rice  
Title: Vice President and Secretary

[Signature Page to IP Security Agreement]

AFTER CONSUMMATION OF THE  
ACQUISITION:

BE GREEN PACKAGING, LLC (as successor by  
merger to Be Green Acquisition Company LLC), as  
a Grantor,

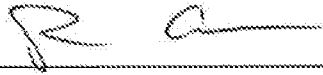
By: Stephen Rice  
Name: Stephen Rice  
Title: Vice President and Secretary

BE GREEN PACKAGING: MANUFACTURING  
& DISTRIBUTION CENTERS, LLC, as a Grantor

By: Stephen Rice  
Name: Stephen Rice  
Title: Vice President and Secretary

[Signature Page to IP Security Agreement]

MEDLEY CAPITAL CORPORATION,  
as Agent and as a Lender

By:  \_\_\_\_\_

Name: Richard Allorto

Title: Chief Financial Officer

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

MARK	OWNER	APP. OR REG. NO.	STATUS
MOLDING THE FUTURE	Be Green Packaging, LLC	4,355,316	Registered Registration Date: 06/18/13
SHAVE THE WORLD SAVE THE WORLD	Be Green Packaging, LLC	4,026,849	Registered Registration Date: 09/13/11
NATURE'S CLAMSHELL	Be Green Packaging, LLC	3,470,736	Registered Registration Date: 07/22/08
LIVE THE COLOR	Be Green Packaging, LLC	86/083,492	Pending Serial No. 860083492 Application Date: 10/04/13

SCHEDULE C

Copyrights

None.

C-1

CLI-2168830v1

**TRADEMARK**  
**REEL: 005173 FRAME: 0903**



## SCHEDULE D

### Licenses

1. Private Label Manufacturing Agreement, dated August 4, 2009, between Be Green Packaging, LLC and Genji Inc., pursuant to which the Company has a limited non-exclusive royalty-free license to use the Genji Inc. logo.
2. Non-GMO Project Trademark License Agreement, dated February 21, 2011, between The Non-GMO Project and Be Green Packaging, LLC.
3. License Agreement, dated July 15, 2011, between Be Green Packaging, LLC and McDonough Braungart Design Chemistry, LLC.
4. Trademark License Agreement, dated July 17, 2008, between Be Green Packaging, LLC and McDonough Braungart Design Chemistry, LLC.
5. Addendum to LV Sen Packaging (China) Co., Ltd. Sino-Foreign Joint Venture Agreement, dated January 18, 2012, between Be Green Packaging, LLC and Shanghai ShuKang Investment & Management Center