

PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
MFC Capital Funding Inc.	12/12/2011

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One U.S. Bank Plaza
Internal Address:	SL-MO-T12M
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	5690299
Patent Number:	5873542
Patent Number:	5950863
Patent Number:	5979822
Patent Number:	6003723
Patent Number:	6129240
Patent Number:	6224010
Patent Number:	6237871
Patent Number:	6314850
Patent Number:	6553879
Patent Number:	7500420
Patent Number:	D409664
Patent Number:	D419011
Application Number:	12290220

CH \$720.00 5690299

Application Number:	12455121
Application Number:	12658681
Application Number:	12660765
Application Number:	12660790

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	0328023
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NAME OF SUBMITTER:	Benjamin J. Sodey
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Total Attachments: 6  
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## ASSIGNMENT OF SECURITY INTEREST (PATENTS)

Reference is made to those certain Patent Security Agreements dated as of January 26, 2009 and July 22, 2009 (as amended from time to time, the "Security Agreements"), made by PERRIN MANUFACTURING COMPANY, a California corporation, now known as **DISPENSING DYNAMICS INTERNATIONAL** (the "Debtor"), in favor of **MFC CAPITAL FUNDING INC.** as agent, (the "Existing Agent"), for the Lenders referred to therein (the "Secured Parties"); and

WHEREAS, an executed copy of the Security Agreements were recorded in the United States Patent and Trademark Office on February 12, 2009, and/or August 11, 2009, at the Reel and Frame numbers set forth on Schedule A attached hereto; and

WHEREAS, the Existing Agent has assigned its rights under the Security Agreements to **U.S. BANK NATIONAL ASSOCIATION**, as successor agent (the "New Agent"), under and pursuant to a Collateral Assignment Agreement dated as of December 12, 2011 among the Existing Agent, the New Agent and certain other entities (the "Collateral Assignment");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Existing Agent and the New Agent hereby agree as follows:

1. 1. The Existing Agent (a) assigns to the New Agent all of the Existing Agent's right, title and interest in and to any and all liens and security interests granted pursuant to the Security Agreements in the patents and patent applications which are described more fully on Schedule A attached hereto (the "Patent Collateral"); and (b) authorizes and requests the United States Patent and Trademark Office to note and record the existence of the assignment hereby given.

2. This Assignment of Security Interest (Patents) is referred to herein as this "Assignment" and is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment is for the sole benefit of MFC and USB and their respective successors and assigns, and is not for the benefit, directly or indirectly, of any other Person.

3. This Assignment is executed and delivered pursuant to the Transfer Agreement (as such term is defined in the Collateral Assignment) and is subject to the terms of the Transfer Agreement and the Collateral Assignment which are incorporated herein by reference; without limiting the provisions of this Assignment no MFC Party makes any representation or warranty as to any matter relating to this Assignment, the Patent Collateral, the Security Agreements or the other Transfer Documents (as such term is defined in the Transfer Agreement), and the assignment provided for by this Assignment shall be without representation or warranty and without recourse to any MFC Party.

4. Whenever in this Assignment there is reference made to any of the parties hereto, such reference shall be deemed to include, wherever applicable, a reference to the successors and assigns of such party, and the provisions of this Assignment shall be binding upon and shall inure to the benefit of said successors and assigns. The terms of this Assignment shall be enforceable solely by the parties hereto and may not be relied upon by any other Person.

5. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.


6. This Assignment shall be governed and construed in accordance with, and any dispute between the parties hereto arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Assignment, and whether arising in contract, tort, equity, or otherwise, shall be resolved in accordance with, the internal laws and not the conflicts of law provisions of the State of Illinois.

7. This Assignment may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Assignment by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment.

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IN WITNESS WHEREOF, the Existing Agent has caused this Assignment to be signed by its duly authorized officer as of the \_\_\_\_ day of December, 2011.

MFC CAPITAL FUNDING INC., as Existing Agent

By:   
Name: Gregory T. Damos  
Title: Managing Director

CONSENTED TO AND AGREED:

DISPENSING DYNAMICS INTERNATIONAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

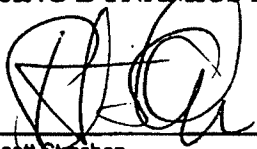
IN WITNESS WHEREOF, the Existing Agent has caused this Assignment to be signed by its duly authorized officer as of the \_\_\_\_ day of December, 2011.

MFC CAPITAL FUNDING INC., as Existing Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENTED TO AND AGREED:

DISPENSING DYNAMICS INTERNATIONAL

By:  \_\_\_\_\_  
Name: Scott Strachan  
Title: Chief Financial Officer & Secretary

SCHEDULE A

U.S. Patents

Title	Owner	Patent No.	Issue Date	Reel/Frame
DISPENSER FOR FEEDING SHEET MATERIAL FROM SEQUENTIAL ROLLS	Dispensing Dynamics International	5,690,299	25-Nov-97	019365/0113 022259/0001
DISPENSER FOR FEEDING SHEET MATERIAL FROM SEQUENTIAL ROLLS	Dispensing Dynamics International	5,873,542	23-Feb-99	019365/0113 022259/0001
SHEET DISPENSER INSERT	Dispensing Dynamics International	5,950,863	14-Sept-99	019365/0113 022259/0001
APPARATUS FOR DISPENSING SHEET MATERIAL FROM A ROLL OF SHEET MATERIAL	Dispensing Dynamics International	5,979,822	9-Nov-99	019365/0113 022259/0001
LARGE CAPACITY TOWEL DISPENSER	Dispensing Dynamics International	6,003,723	21-Dec-99	019365/0113 022259/0001
DISPENSER NOZZLE AND METHOD FOR DISPENSING INDIVIDUAL SHEETS FROM THE CENTER OF A CORELESS ROLL PRODUCT	Dispensing Dynamics International	6,129,240	10-Oct-00	019365/0113 022259/0001
APPARATUS AND METHOD FOR DISPENSING PAPER TOWELING FROM A ROLL OF PAPER TOWELING	Dispensing Dynamics International	6,224,010	1-May-01	019365/0113 022259/0001
PAPER TOWEL TRANSFER APPARATUS	Dispensing Dynamics International	6,237,871	29-May-01	019365/0113 022259/0001
PAPER TOWEL DISPENSING SYSTEM	Dispensing Dynamics International	6,314,850	13-Nov-01	019365/0113 022259/0001
PAPER TOWELING DISPENSING SYSTEM	Dispensing Dynamics International	6,553,879	29-Apr-03	019365/0113 022259/0001
PAPER TOWEL DISPENSER APPARATUS	Dispensing Dynamics International	7,500,420	10-Mar-09	019365/0113 022259/0001
CARD HOLDER	Dispensing Dynamics International	D409,664	11-May99	019365/0113 022259/0001

COMBINED TOILET TISSUE HOLDER/STORAGE DEVICE	Dispensing Dynamics International	D419,011	18-Jan-00	019365/0113  022259/0001
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U.S. Patent Applications

Title	Owner	Serial No.	Filing Date	Reel/Frame
PAPER TOWELING DISPENSER APPARATUS	Dispensing Dynamics International	12/290,220	28-Oct-08	022259/0001
MULTI-FUNCTION PAPER TOWELING DISPENSER	Dispensing Dynamics International	12/455,121	27-May-09	023080/0480
MULTI-FUNCTION PAPER TOWELING DISPENSER	Dispensing Dynamics International	12/658,681	12-Feb-10	024709/0990
PAPER TOWEL DISPENSING SYSTEMS	Dispensing Dynamics International	12/660,765	4-Mar-10	024709/0990
PAPER TOWEL DISPENSING SYSTEMS	Dispensing Dynamics International	12/660,790	4-Mar-10	024709/0990