

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property (originally filed at Reel/Frame 018099/0462)

CONVEYING PARTY DATA

Name	Execution Date
GE Canada Finance Holding Company, as Collteral Agent	10/03/2012

RECEIVING PARTY DATA

Name:	Waddington North America, Inc.
Street Address:	50 E. RiverCenter Blvd., Ste. 650
City:	Covington
State/Country:	KENTUCKY
Postal Code:	41011

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	5842590
Patent Number:	5996825
Patent Number:	6070755
Patent Number:	6047852
Patent Number:	5516036
Patent Number:	D334321
Patent Number:	D365248
Patent Number:	D505082
Patent Number:	D479642
Patent Number:	D482283
Patent Number:	6983542
Patent Number:	D479672
Application Number:	60643884
Application Number:	09952105

CH \$640.00 5842590

Application Number:	10228147
Application Number:	10389887

**CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	207170-00534
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NAME OF SUBMITTER:	Carole Dobbins
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**Total Attachments: 7**  
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## **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of October 3, 2012 ("Effective Date") by **GE Canada Finance Holding Company**, in its capacity as collateral agent and administrative agent for the lending institutions (the "Lenders") from time to time party to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"), in favor of **Waddington North America, Inc.**, a Massachusetts corporation ("US Borrower"), **WNA Holding Company**, a Delaware corporation ("Holdings"), and each of the other guarantors listed on Schedule A attached hereto, or from time to time party to the Security Agreement (as hereinafter defined) by execution of a joinder agreement (collectively, and together with Holdings and US Borrower, the "Guarantors"), as pledgors, assignors and debtors (in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor").

**WHEREAS**, pursuant to the terms and conditions of that certain Security Agreement by and between Pledgors and Collateral Agent dated August 9, 2006 (the "Security Agreement"), each Pledgor granted to Collateral Agent a security interest in and to and pledge of all of the right, title and interest of such Pledgor in, to and under the Intellectual Property Collateral (as defined in the Security Agreement), including, without limitation, the trademark registrations, trademark applications, and unregistered trademarks set forth on Schedule B attached hereto, in each case, together with the goodwill associated therewith (the "Trademarks"), and the patents and patent applications set forth on Schedule C attached hereto (the "Patents");

**WHEREAS**, Pledgors and Collateral Agent entered into the Security Agreement pursuant to the terms and conditions of that certain Credit Agreement dated as of August 9, 2006 among 6599389 Canada Inc., the Guarantors, the Lenders, the Collateral Agent, GE Canada Finance Holding Company, as L/C Issuer, GE Capital Canada, Inc., as L/C Guarantor, and GE Capital Markets, Inc., in its capacities as Sole Bookrunner and Sole Lead Arranger (the "Credit Agreement");

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on August 14, 2006 at Reel/Frame 3368/0838 and Reel/Frame 018099/0462; and

**WHEREAS**, Pledgors have paid all of their outstanding indebtedness to Collateral Agent.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates the Security Agreement and the Credit Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Intellectual Property Collateral, including without limitation the Trademarks and the Patents.

Collateral Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise


encumbered any security interest it has against the Intellectual Property Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, trademark registration, trademark application, trade name or assumed name, or any patent or patent application held by any Pledgor, other than the Trademarks and Patents set forth on Schedules B and C (attached hereto), in any jurisdiction throughout the world.

Collateral Agent shall take all further actions, and provide to Pledgors, and each Pledgor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Pledgors to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS HEREOF, the undersigned has executed this release by its duly authorized officer named below, and as of the date written below.

**GE CANADA FINANCE HOLDING  
COMPANY, as Collateral Agent**

By:   
Name: R. H. ZENI  
Its: Duly Authorized Signatory

**SCHEDULE A**

**Other Guarantors**

WNA American Plastics Industries, Inc.

WNA Hopple Plastics, Inc.

WNA Comet West, Inc.

WNA Cups Illustrated, Inc.

WNA Carthage, LLC

**SCHEDULE B**

**Trademark Registrations and Applications**

<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Mark</b>
United States	1784169	7/27/1993	CLASSICWARE
Canada	TMA503432	11/2/1998	CLASSICWARE
Mexico	496990	1/7/1994	CLASSICWARE
United States	2116122	11/25/1997	FROM CONCEPT TO COMPLETION
United States	2552933	3/26/2002	PARTY CHOICE
United States	2035637	2/4/1997	STAX
United States	2286890	10/19/1999	WE BRING MORE TO THE PARTY
United States	1898984	6/13/1995	WE BRING MORE TO THE TABLE
United States	1892171	5/2/1995	WE BUILD YOUR BUSINESS
United States	2002633	9/24/1996	CATERLINE
United States	2015090	11/12/1996	CATERLINE
United States	1448560	7/21/1987	DUAL HEAT and Design

**Unregistered Trademarks**

MASTERPIECE

**SCHEDULE C**

**Patents And Patent Applications**

<b>Country</b>	<b>Patent Title</b>	<b>Patent No. / Serial No.</b>	<b>Filing / Issue Date</b>
United States	Bi-nestable margarita glass apparatus and method	5842590	12/1/1998
United States	Disposable cocktail container	5996825	12/7/1999
United States	Lid with folding side tabs for hot beverage cup	6070755	6/6/2000
United States	Hot beverage lid with thermal-flex guards	6047852	4/11/2000
United States	Combination lid and closure device	5516036	5/14/1996
United States	Tulip glass	D334321	3/30/1993
United States	Improved cup design with waterfall handle	D365248	12/19/1995
United States	Platter with lid	D505082	5/7/2005
United States	Bowl	D479642	9/16/2003
United States	Lid	D482283	11/18/2003
United States	Food container assembly with integral hinge/latch comb. and method thereof	60/643884	1/14/2005
United States	Plastic container having an integral lenticular sheath and method for making same	09/952105	9/14/2001
United States	Metalized cutlery and tableware	10/228147	8/26/2002
Canada	Metalized cutlery and tableware	2458486	9/29/2004
China	Metalized cutlery and tableware	2820864.1	4/21/2004
European Patent	Metalized cutlery and tableware	PCT/US02/027232	2/24/2004
WIPO	Metalized cutlery and tableware	PCT/US02/027232	8/26/2002
Mexico	Metalized cutlery and tableware	PCT/US02/027232 (60/314677)	2/23/2004
United States	Insulated container-in-container assembly and method for making therefor	10/389887	3/17/2003



<b>Country</b>	<b>Patent Title</b>	<b>Patent No. / Serial No.</b>	<b>Filing / Issue Date</b>
United States	METALLIZED CUTLERY AND TABLEWARE	6983542	1/10/06
United States	BOWL	D479672	9/16/03