

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
Mauser Corp.		08/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC
Street Address:	The North Colonnade
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E144BB
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1914502	RUSSELL STANLEY
Registration Number:	2163399	CONTAINERCARE SYSTEM
Registration Number:	2536238	CONTAINERCARE PLUS
Registration Number:	2073538	CMS
Registration Number:	2819363	DELDRUM
Registration Number:	2819362	DELCON
Registration Number:	1325859	DELEX
Registration Number:	2819364	DEL-LOC EXTRA
Registration Number:	2025804	CLOSED LOOP

CORRESPONDENCE DATA

Fax Number: (212)610-6399
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 756-1106
 Email: laurie.emmer@allenoverly.com
 Correspondent Name: Laurie Emmer

CH \$240.00 1914502

Address Line 1: 1221 Avenue of the Americas
Address Line 2: Allen & Overy LLP
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 35448-03356

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Laurie Emmer

Signature: /Laurie Emmer/

Date: 12/07/2007

Total Attachments: 11
source=Mickey IP Security Agreement#page1.tif
source=Mickey IP Security Agreement#page2.tif
source=Mickey IP Security Agreement#page3.tif
source=Mickey IP Security Agreement#page4.tif
source=Mickey IP Security Agreement#page5.tif
source=Mickey IP Security Agreement#page6.tif
source=Mickey IP Security Agreement#page7.tif
source=Mickey IP Security Agreement#page8.tif
source=Mickey IP Security Agreement#page9.tif
source=Mickey IP Security Agreement#page10.tif
source=Mickey IP Security Agreement#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Intellectual Property Security Agreement*") dated as of August 29, 2007, is made by the Mauser Corp. (the "*Grantor*") in favor of Barclays Bank PLC as Security Agent (the "*Security Agent*") for the Secured Creditors (as defined in the Intercreditor Agreement referred to below).

WHEREAS, pursuant to Fünfzehnte GmbH (the **Parent**), the other borrowers and guarantors named therein, the financial institutions named therein as lenders, Barclays Bank PLC as Facility Agent and Security Agent are parties to that certain Senior Multicurrency Term and Revolving Facilities Agreement dated June 13, 2007 (said Agreement, as it may be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Senior Facilities Agreement*"). Capitalized terms defined in the Senior Facilities Agreement and not otherwise defined therein are used herein as defined in the Senior Facilities Agreement.

WHEREAS, the Grantor is acceding to the Senior Facilities Agreement and the Intercreditor Agreement pursuant to an Accession Letter dated the date hereof among the Grantor, the Parent and Barclays Bank PLC, as the Facility Agent.

WHEREAS, as a condition subsequent to the obligations of the Lenders under the Senior Facilities Agreement to make drawings available to the Borrowers under the Senior Facilities Agreement, the Grantor has executed and delivered that certain Security Agreement between the Grantor and the Security Agent dated the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent, for the ratable benefit of the Finance Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*");

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this Intellectual Property Security Agreement secures the payment of all obligations of the Obligors now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of 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.

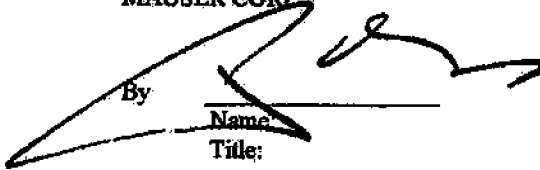
SECTION 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the

Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein and, in the event of any conflict between the Intellectual Property Security Agreement and the Security Agreement, the Security Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MAUSER CORP

By 
Name _____
Title _____

Address for Notices:
686 Route 202/206
Bridgewater, New Jersey 08807
Fax: 908-547-1037
Attn: Elizabeth Miller

SCHEDULE A
PATENTS
SEE ATTACHED.

SCHEDULE B
TRADEMARKS
SEE ATTACHED.

Patents and Trademarks

1. Active Patents Issued by U.S. Patent and Trademark Office

Country	Patent No.	Title	Owner
United States	5147060	Safety Container	Mauser Corp.
United States	5222620	Drum Liner Locking And Locating Assembly	Mauser Corp.
United States	5265751	Safety Container	Mauser Corp.
United States	5284998	Drum And Process For Handling Drum Liners	Mauser Corp.
United States	5328104	Process For Recycling Contaminated Drums	Mauser Corp.
United States	5413240	Replaceable Closure System	Mauser Corp.
United States	5480056	Plunger For Drum Liner Removal	Mauser Corp.
United States	5735427	Open Top Container	Mauser Corp.
United States	5755353	Steel Drum With Flattened Rolling Hoops	Mauser Corp.
United States	6419109	Tighthead Drum	Mauser Corp.
United States	D388933	Flange For A Bunged Drum	Mauser Corp.
United States	D408113	Bunged Drum	Mauser Corp.

Country	Patent No.	Title	Owner
United States	D462269	Tamper Resistant Cap Seal	Mauser Corp.
United States	6318577	Threaded Drum	Mauser Corp.
United States	4930661	Composite Shipping Container	Mauser Corp.
United States	5029734	Composite Container	Mauser Corp.
United States	5156268	Composite Shipping Container For Combustible Liquids	Mauser Corp.
United States	5738240	Composite Shipping Container With Tubular Member Pallet	Mauser Corp.
United States	6126033	Plastic Foot Ring Drum	Mauser Corp.
United States	6571972	Bulk Drum Lid With Two Bung Openings	Mauser Corp.
United States	6626325	Blow Molding Appurtenances To A Container	Mauser Corp.
United States	6746560	Blow Molding Appurtenances To A Container	Mauser Corp.
United States	D425683	Bulk Drum Lid	Mauser Corp.

2. International Patents

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
Europe Any subsisting foreign counterpart patents based on any of the U.S. patents.	1241103	6/29/2005	Robert Julien, John Malik	Tighthead Drum
Canada ¹ Any other subsisting foreign counterpart applications based on any of the U.S. patents.	2,372,3656	2/19/2002 granted 6/27/2006	John Malik, Robert Julien	Tight Head Drum.

3. Trademarks Issued by U.S. Patent and Trademark Office

	<u>Mark</u>	<u>Owner</u>	<u>Number</u>	<u>Date</u>	<u>Class</u>	<u>Status</u>
(a)	Russell Stanley	Mauser Corp.	1,914,502	8/29/95	06	Registered. Section 8 & 15 filed and accepted. 1st Renewal: 2/29/05 – 8/29/05. RENEWED
(b)	Container Care System	Mauser Corp.	2,163,399	6/9/98	39	Section 8 & 15 filed and accepted. 1st Renewal: 12/9/07 – 6/9/08.
(c)	Container Care Plus	Mauser Corp.	2,536,238	2/5/02	37, 39	Registered. File Section 8 & 15, 2/6/07 – 2/5/08.
(d)	CMS	Mauser Corp.	2,073,538	6/24/97	37	Section 8 & 15 filed and accepted. 1st Renewal: 12/24/06 – 12/24/07.
(e)	Deldrum	Mauser Corp.	2,819,363	3/2/04	20	Registered. File Section 8 & 15 – 3/3/09 – 3/2/10.
(f)	Delcon	Mauser Corp.	2,819,362	3/2/04	20	Registered. File Section 8 & 15 – 3/3/09 – 3/2/10.

¹ Also owned by Mauser-Werke GmbH & Co. KG.

(g)	Delex	Mauser Corp.	1,325,859	3/19/85	20	Registered. Renewed. Second renewal 4/15/14 – 4/15/15.
(h)	Del-loc Extra	Mauser Corp.	2,819,364	3/2/04	20	Registered. File Section 8 & 15 – 3/3/09 – 3/2/10.
(i)	CLOSED LOOP	Mauser Corp.	2,025,804	12/24/96	20	Registered. Section 8 & 15 filed and accepted. First renewal: 12/20/05 – 12/20/06.

SCHEDULE C

COPYRIGHTS

NONE.