

**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
InnoWare Paper, Inc.		04/01/2011	CORPORATION: CONNECTICUT

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Collateral Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3787861	ARTSTYLE
Registration Number:	3591984	JUST LIKE LINEN
Registration Number:	3670903	INNOWARE
Registration Number:	3697074	INNOWARE
Registration Number:	3024269	FINISHING TOUCH
Registration Number:	1773918	
Registration Number:	1748484	SOVEREIGN
Registration Number:	3935717	WHERE STRENGTH MEETS STYLE
Serial Number:	77752789	WHERE STRENGTH MEETS STYLE
Serial Number:	77744627	PERFORMA

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312.577.8034

**900188190**

**TRADEMARK  
 REEL: 004513 FRAME: 0588**

**CH \$265.00 3787861**

Email: oscar.ruiz@kattenlaw.com  
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-271
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	04/01/2011

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, InnoWare Paper, Inc., a Connecticut corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Hoffmaster Group, Inc. (the “**Borrower**”), KHOF Holdings, Inc., the Lenders party thereto, and General Electric Capital Corporation, as Collateral Agent and Issuing Bank, are parties to a First Lien Credit Agreement dated as of June 2, 2010 (as amended from time to time, the “**First Lien Credit Agreement**”);

WHEREAS, pursuant to (i) a First Lien Guarantee and Collateral Agreement dated as of June 2, 2010 (as amended and/or supplemented from time to time, the “**First Lien Guarantee and Collateral Agreement**”) among the Borrower, the Guarantors party thereto and General Electric Capital Corporation, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the First Lien Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; *provided* that no security interest shall be granted in any 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 applications under applicable federal law;

(ii) each Trademark License (as defined in the First Lien Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule I hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the First Lien Guarantee and Collateral Agreement or the First Lien Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1<sup>st</sup> day of April, 2011.

INNOWARE PAPER, INC., a Connecticut corporation

By: Lyle H. Richter  
Name: Lyle H. Richter  
Title: Vice President and Secretary

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

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

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1<sup>st</sup> day of April, 2011.

INNOWARE PAPER, INC., a Connecticut corporation

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

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: Carrie Goldfeder  
Name: Carrie Goldfeder  
Title: Duly Authorized Signatory

Schedule 1  
to Trademark

First Lien Guarantee and Collateral Agreement

INNOWARE PAPER, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ARTSTYLE	3787861	5/11/10
JUST LIKE LINEN	3591984	3/17/09
INNOWARE	3670903	8/18/09
INNOWARE	3697074	10/13/09
FINISHING TOUCH	3024269	12/6/05
DESIGN ONLY	1773918	5/25/93
SOVEREIGN	1748484	1/26/93
WHERE STRENGTH MEETS STYLE	3935717	3/22/11

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
WHERE STRENGTH MEETS STYLE	77752789	6/5/09
PERFORMA	77744627	5/26/09

TRADEMARK LICENSES

None.