

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TIDI Products, LLC		07/17/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1909082	ACCOLADE
Serial Number:	85090868	CARE WITH CONFIDENCE
Registration Number:	1648763	CENTURY II
Registration Number:	2520812	DRI-PERF
Registration Number:	0874323	FABRICEL
Registration Number:	3243783	FOOD CARE
Registration Number:	2284171	FOOD CARE
Registration Number:	0613979	KAY-PEES
Serial Number:	85476328	KIDS KRITTERS
Registration Number:	1687078	OMNISORB
Registration Number:	4113770	P2
Registration Number:	3973172	T TIDI
Registration Number:	2199447	TIDI
Registration Number:	1778984	TIDI TOOTH

TRADEMARK

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Registration Number:	1596209	TI-DI-SAU-RUS
Registration Number:	3028464	VENTURE
Registration Number:	3028467	VENTURE
Registration Number:	2237442	VENTURE
Registration Number:	3566116	RESPOSABLES
Registration Number:	3566117	RESPOSABLES EYESHIELD
Registration Number:	3566118	RESPOSABLES FACESHIELD
Registration Number:	3684369	FLIPEASE

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312.577.8034
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:	214338-74
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	07/18/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 17th day of July, 2012 by TIDI PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of July 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor.

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of July 17, 2012 among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business associated with Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern and control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to 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 created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of

the business connected with the use of, and symbolized by, each such Trademark;
and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the grant of a lien on and security interest as provided herein shall not extend to applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.

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

TIDI PRODUCTS, LLC, a Delaware limited liability company

By: JK Mc Nam
Name: Kevin Mc Names
Its: President

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Its: _____

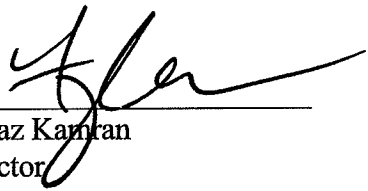
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TIDI PRODUCTS, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Faraaz Kamran
Its: Director

SCHEDULE A**U.S. Trademark Registrations and Applications**

Mark	Application Ser. No./ Date	Registration No./Date
ACCOLADE	74422877 8/10/1993	1909082 8/1/1995
CARE WITH CONFIDENCE	85090868 7/22/2010	
CENTURY II	73831723 10/16/1989	1648763 6/25/1991
DRI-PERF	75748432 7/12/1999	2520812 12/18/2001
FABRICEL	72299121 5/27/1968	0874323 8/5/1969
FOOD CARE Design	78723893 9/30/2005	3243783 5/22/2007
FOOD CARE Design	75313365 6/23/1997	2284171 10/5/1999
KAY-PEES	71649029 6/18/1953	0613979 10/11/1955
KIDS KRITTERS	85476328 11/18/2011	
OMNISORB	74087660 8/14/1990	1687078 5/12/1992
P2	85103274 8/9/2010	4113770 3/20/2012
T TIDI Design	85090874 7/22/2010	3973172 6/7/2011
TIDI	75269006 4/3/1997	2199447 10/27/1998
TIDI TOOTH	74302292 8/10/1992	1778984 6/29/1993
TI-DI-SAU-RUS	73788996 3/27/1989	1596209 5/15/1990
VENTURE	78502757 10/20/2004	3028464 12/13/2005
VENTURE	78502766 10/20/2004	3028467 12/13/2005
VENTURE	75260377 3/19/1997	2237442 4/6/1999
RESPOSABLES	77207559 6/15/2007	3566116 1/20/2009
RESPOSABLES EYESHIELD	77207623 6/15/2007	3566117 1/20/2009
RESPOSABLES FACESHIELD	77207648 6/15/2007	3566118 1/20/2009
FLIPEASE	77612835 11/12/2008	3684369 9/15/2009