

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
Perrin Manufacturing Company		01/26/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	MFC Capital Funding, Inc., as agent
Street Address:	111 S. Wacker Dr.
Internal Address:	Suite 5050
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2093692	CARD MASTER
Registration Number:	2246840	HITCH HIDER
Registration Number:	2996646	EDGE FX
Registration Number:	3137531	PANEL FX
Registration Number:	2373116	PERRINCRAFT
Registration Number:	2747862	EASY TOUCH
Registration Number:	2402669	TWISTER
Registration Number:	3371698	HITCH HIDER
Serial Number:	76694812	SMART-CUT
Serial Number:	76694814	
Serial Number:	76694815	
Serial Number:	76694813	POWERGLIDE
Serial Number:	76683994	THE DISPENSING SYSTEMS PEOPLE

CH \$340.00 2093692

CORRESPONDENCE DATA

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	32231-0017
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	02/12/2009

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 26, 2009, is made by **Perrin Manufacturing Company**, a California corporation (the "Company"), in favor of **MFC Capital Funding, Inc.**, a Minnesota corporation, as agent (in such capacity, the "Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

RECITALS

WHEREAS, the Company, Perrin Holdings, LLC, a Delaware limited liability company ("Holdings"), Global Plastics Ltd., a British Columbia corporation ("Global"), GPL Holdings Inc., a British Columbia corporation ("GPL"; the Company, Holdings, Global and GPL are referred to herein, collectively, as "Obligors"), the Lenders and the Agent have entered into a Credit Agreement dated as of January 26, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans to the Company;

WHEREAS, the Obligors and the Agent have entered into (a) a Security Agreement dated as of January 26, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of January 26, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, the Company has granted to the Agent, for the benefit of itself and the Lenders, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Agent, for the benefit of itself and the Lenders, a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or

service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

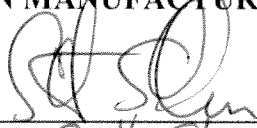
provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the IP Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and the Agent hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PERRIN MANUFACTURING COMPANY

By: 
Name: Scott Strachan
Title: C.F.O.

Acknowledged and agreed to:

MFC CAPITAL FUNDING, INC., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PERRIN MANUFACTURING COMPANY

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

MFC CAPITAL FUNDING, INC., as Agent

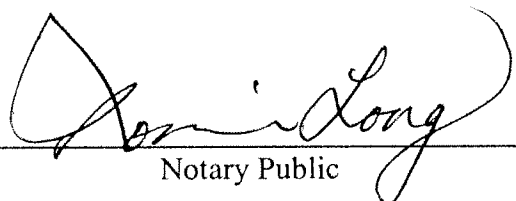
By: Kevin C. Nowak
Name: Kevin C. Nowak
Title: Vice President

STATE OF California)
) SS.
COUNTY OF Los Angeles)

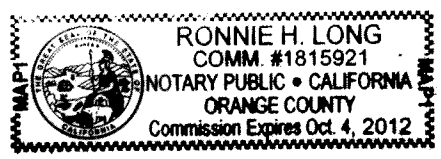
I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Scott Strachan, personally known to me to be the CFO of Perrin Manufacturing Company, a California corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 21 day of January, 2009.

(NOTARIAL SEAL)



Notary Public



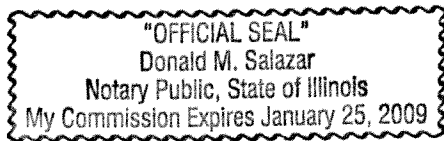
My Commission Expires: Oct. 04, 2012

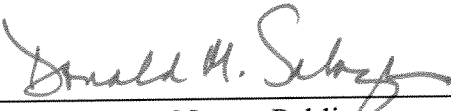
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Kevin C. Novak, personally known to me to be the Vice President of MFC Capital Funding, Inc., a Minnesota corporation, personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 23rd day of January, 2009.

(NOTARIAL SEAL)







Notary Public

My Commission Expires: January 25, 2009

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Mark	Issue No.	Issue Date	Serial No.	Filed
"CARD MASTER" & DESIGN	2,093,692	09/02/1997	75/087,452	04/12/1996
"HITCH HIDER"	2,246,840	05/18/1999	75/445,113	03/05/1998
"EDGE FX"	2,996,646	09/20/2005	76/584,847	04/02/2004
"PANEL FX"	3,137,531	09/05/2006	76/584,848	04/02/2004
"PERRINCRAFT"	2,373,116	08/01/2000	75/085,330	04/08/1996
"EASY TOUCH"	2,747,862	08/05/2003	76/120,347	09/01/2000
"TWISTER"	2,402,669	11/07/2000	75/587,514	11/12/1998
HITCH HIDER	3,371,698	1/22/2008	77/118147	2/28/2007
SMART-CUT			76/694,812 (intent to use)	12/15/2008
DESIGN MARK 			76/694,814 (intent to use)	12/15/2008
DESIGN MARK 			76/694,815 (intent to use)	12/15/2008
POWERGLIDE			76/694,813 (intent to use)	12/15/2008
THE DISPENSING SYSTEMS PEOPLE			76/683,994 (intent to use)	11/13/2007

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