

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acknowledgement of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dukal Corporation		02/29/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue, 44th Floor
Internal Address:	Mail Code: NY1-K854
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2142612	DUKAL
Registration Number:	3379977	REDI+WASH
Registration Number:	3566303	REDI+ WASH
Registration Number:	3379981	DAWNMIST
Registration Number:	3433739	DAWNMIST
Registration Number:	2769938	ULTRA LF
Registration Number:	3878360	WAFFLEWEB
Registration Number:	4002598	DONOVAN
Registration Number:	4021736	DUKAL
Registration Number:	3745271	CALIBER
Registration Number:	3743115	ATMOSPHERE
Registration Number:	3756130	DUKAL REFLECTIONS
Registration Number:	3929480	READY GEL 1X

CH \$390.00 2142612

Registration Number:	3822556	DUKAL REFLECTIONS
Registration Number:	3790804	BODY TOASTER

CORRESPONDENCE DATA

Fax Number: (412)562-1041
 Phone: 412-562-1637
 Email: vicki.cremonese@bipc.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Michael L. Dever
 Address Line 1: 301 Grant Street
 Address Line 2: 20th Floor
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0052987-000006
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	03/01/2012

Total Attachments: 3
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ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

February 29, 2012

WHEREAS, DUKAL CORPORATION, a New York corporation ("**Grantor**"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "**Trademarks**");

WHEREAS, Grantor has entered into an Amended and Restated Pledge and Security Agreement, dated as of even date herewith (by and between Grantor and Lender (as defined below) as further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Security Agreement**"), in favor of JPMorgan Chase Bank, N.A. ("**Lender**");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Lender a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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[SIGNATURE PAGE TO ACKNOWLEDGEMENT OF SECURITY INTEREST IN TRADEMARKS]

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

DUKAL CORPORATION

By: _____

Name: Gerard C. LoDuca

Title: President

TRADEMARK

REEL: 004727 FRAME: 0901

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
DUKAL	11/2003	#2,142,612
REDI+WASH	2/12/2008	#3,379,877
REDI+WASH	1/27/2009	#3,566,303
DAWNMIST	2/12/2008	#3,379,981
DAWNMIST AND DESIGN	5/27/2008	#3,433,739
ULTRA LF	9/30/2003	#2,769,938
WAFFLEWEB	11/23/2010	#3,878,360
DONOVAN	7/26/2011	#4,002,598
DUKAL		#4,021,736
CALIBER		#3,745,271
ATMOSPHERE		#3,743,115
DUKAL REFLECTIONS	03/02/2010	#3,756,130
READY GEL 1X	03/08/2011	#3,929,480
DUKAL REFLECTIONS	07/20/2010	#3,822,556
BODY TOASTER	05/18/2010	#3,790,804