

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             |
|-----------------------------------|----------|----------------|-------------------------|
| Dispensing Dynamics International |          | 02/29/2012     | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

|                   |                                |
|-------------------|--------------------------------|
| Name:             | U.S. Bank National Association |
| Street Address:   | One U.S. Bank Plaza            |
| Internal Address: | SL-MO-T12M                     |
| City:             | St. Louis                      |
| State/Country:    | MISSOURI                       |
| Postal Code:      | 63101                          |
| Entity Type:      | National Association: MISSOURI |

PROPERTY NUMBERS Total: 12

| Property Type        | Number   | Word Mark                         |
|----------------------|----------|-----------------------------------|
| Registration Number: | 2093692  | CARD MASTER                       |
| Registration Number: | 2373116  | PERRINCRAFT                       |
| Registration Number: | 2747862  | EASY TOUCH                        |
| Registration Number: | 2402669  | TWISTER                           |
| Registration Number: | 3966521  | SMART-CUT                         |
| Registration Number: | 3966522  |                                   |
| Serial Number:       | 77728379 | DISPENSING DYNAMICS INTERNATIONAL |
| Serial Number:       | 85241765 | DISPENSING DYNAMICS INTERNATIONAL |
| Registration Number: | 3934643  | INNOVA                            |
| Registration Number: | 4084553  | POWER-BAR                         |
| Serial Number:       | 85023336 | SELECTRIC                         |
| Registration Number: | 3709007  | THE DISPENSING SYSTEMS PEOPLE     |

CORRESPONDENCE DATA

900216547

**TRADEMARK**  
 REEL: 004731 FRAME: 0089

CH \$315.00 2093692

Fax Number: (314)259-2020  
Email: kahonold@bryancave.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Benjamin J. Sodey  
Address Line 1: Bryan Cave LLP  
Address Line 2: 211 N. Broadway, Suite 3600  
Address Line 4: St. Louis, MISSOURI 63102

|                         |                     |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 0328023             |
| NAME OF SUBMITTER:      | Benjamin J. Sodey   |
| Signature:              | /Benjamin J. Sodey/ |
| Date:                   | 03/06/2012          |

Total Attachments: 5  
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**EXECUTION VERSION**

**TRADEMARK SECURITY AGREEMENT  
MADE BY DDI IN FAVOR OF ADMINISTRATIVE AGENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 29, 2012, is made by **Dispensing Dynamics International**, a California corporation (the "Company") in favor of **U.S. Bank National Association**, a national banking association, as administrative agent (in such capacity, the "Administrative Agent" for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

**RECITALS**

WHEREAS, the Company, the Lenders and the Administrative Agent have entered into a Credit Agreement dated as of February 29, 2012 (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 Company, DDI Group, LLC, a Delaware limited liability company ("DDI Group"), The Colman Group, Inc. ("Colman"), San Jamar – Chef Revival EMEA, Inc., a Wisconsin corporation ("Chef Revival"), San Jamar Mexico, LLC, a Wisconsin limited liability company ("San Jamar Mexico"), and San Jamar – Chef Revival Canada, Inc., a Wisconsin corporation ("San Jamar Canada") (collectively, the "Obligors") and the Administrative Agent have entered into a Pledge and Security Agreement dated as of February 29, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to the Administrative Agent, for the benefit of itself and the Lenders, 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 Loan Documents (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 Administrative Agent, for the benefit of itself and the Lenders, 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 unless, but only for so long as, the grant of such security interest shall constitute or result in a breach, termination or default under any of the foregoing, other than to the extent that any such breach would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-408 of the New York UCC; 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 Security Agreement).

This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Loan Documents. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Company to evidence and record the release of the security interest in the Trademark Collateral granted herein.

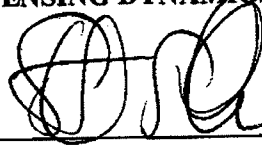
This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement,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

[signature page follows]

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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.

**DISPENSING DYNAMICS INTERNATIONAL**



By: \_\_\_\_\_  
Name: Scott Strachan  
Title: President

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

| Mark                              | Owner                             | Registration No. | Registration Date | Application No. | Filing Date |
|-----------------------------------|-----------------------------------|------------------|-------------------|-----------------|-------------|
| CARD MASTER & DESIGN              | Dispensing Dynamics International | 2093692          | 9/2/1997          | 75/087452       | 4/12/1996   |
| PERRINCRAFT                       | Dispensing Dynamics International | 2373116          | 8/1/2000          | 75/085330       | 4/8/1996    |
| EASY TOUCH                        | Dispensing Dynamics International | 2747862          | 8/5/2003          | 76/120347       | 9/1/2000    |
| TWISTER                           | Dispensing Dynamics International | 2402669          | 11/7/2000         | 75/587514       | 11/12/1998  |
| SMART-CUT                         | Dispensing Dynamics International | 3966521          | 5/24/2011         | 76/694812       | 12/15/2008  |
| DESIGN MARK (Triangles)           | Dispensing Dynamics International | 3966522          | 5/24/2011         | 76/694815       | 12/15/2008  |
| DISPENSING DYNAMICS INTERNATIONAL | Dispensing Dynamics International | -                | -                 | 77/728379 (ITU) | 5/4/2009    |
| DISPENSING DYNAMICS INTERNATIONAL | Dispensing Dynamics International | -                | -                 | 85/241765 (ITU) | 2/14/2011   |
| INNOVA                            | Dispensing Dynamics International | 3934643          | 3/22/2011         | 76/700269       | 11/9/2009   |
| POWER-BAR                         | Dispensing Dynamics International | 4084553          | 1/10/2012         | 85/023297       | 4/26/2010   |
| SELECTRIC                         | Dispensing Dynamics International | -                | -                 | 85/023336 (ITU) | 4/26/2010   |
| THE DISPENSING SYSTEMS PEOPLE     | Dispensing Dynamics International | 3709007          | 11/10/2009        | 76/683994       | 11/13/2007  |

Foreign Trademark Registrations and Applications

| Mark                                    | Country | Owner                                   | Registration No. | Registration Date | Application No. | Filing Date |
|---|---------|---|------------------|-------------------|-----------------|-------------|
| DISPENSING<br>DYNAMICS<br>INTERNATIONAL | Canada  | Dispensing<br>Dynamics<br>International | -                |                   | 1451111         | 9/9/2009    |