

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
Eco-Products, Inc.		11/27/2012	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company, as Canadian Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3494241	CORNCUP
Registration Number:	3344770	ECOGRIP
Registration Number:	3796865	ECOLID
Registration Number:	3555735	ECO-PRODUCTS
Registration Number:	2783373	ECO-PRODUCTS
Registration Number:	3958151	GREEN STRIPE
Registration Number:	3851786	GREEN STRIPE
Registration Number:	4068773	
Registration Number:	3791412	PLANTWARE
Registration Number:	4040469	RETHINK DISPOSABLES
Registration Number:	4100909	RETHINK DISPOSABLES ECO PRODUCTS ESTABLISHED 1990
Serial Number:	85719705	BLUE STRIPE
Serial Number:	85719712	GREEN STRIPE

CH \$340.00 3494241

**CORRESPONDENCE DATA**

Fax Number: 3125774565

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-552
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	11/27/2012

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 27, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of GE Canada Finance Holding Company (“GE Canada”) as agent (in such capacity, together with its successors and permitted assigns, “Canadian Agent”) for the Canadian Lenders and the Canadian L/C Issuers (as defined in the Credit Agreement referred to below) and the other Canadian Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 3, 2012 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among the US Borrowers, the Canadian Borrowers, Ultimate Holdings, the US Borrower Representative, the Canadian Borrower Representative, the other Credit Parties thereto, the US Lenders and the US L/C Issuers from time to time party thereto, GE Capital, as US Agent for the US Lenders and the US L/C Issuers, the Canadian Lenders and the Canadian L/C Issuers from time to time party thereto, GE Canada Finance Holding Company, a Nova Scotia unlimited liability company corporation (in its individual capacity, “GE Capital Canada”), as Canadian Agent for the Canadian Lenders and the Canadian L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a (i) Guarantee and Security Agreement dated as of October 3, 2012 in favor of Canadian Agent (the “CN Guarantee and Security Agreement”) and (ii) Guaranty and Security Agreement dated as of October 3, 2012 in favor of US Agent and Canadian Agent (the “US Guaranty and Security Agreement”; together with the CN Guarantee and Security Agreement, the “GSAs”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of each US Borrower and each Canadian Borrower;

WHEREAS, all of the Grantors are party to the GSAs to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and to induce the Canadian Lenders and the Canadian L/C Issuers to continue to make their respective extensions of credit to the Canadian Borrowers under the Credit Agreement, each Grantor hereby agrees with Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the US Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement) hereby mortgages, pledges and hypothecates to Canadian Agent for the benefit of the Canadian Secured Parties, and grants to Canadian Agent for the benefit of the Canadian Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks (other than Excluded Property), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Canadian Agent pursuant to the GSAs and each Grantor hereby acknowledges and agrees that the rights and remedies of Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the GSAs, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the GSAs, the GSAs shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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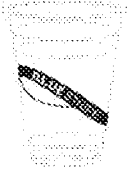

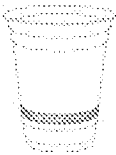

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,





**ECO-PRODUCTS, INC.**, a Colorado corporation

By:   
Name: Michael Hastings  
Title: President and Chief Executive Officer

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
BLUE STRIPE and Design 	U.S.	85/719705	9/4/2012	—	—
CORNCUP	U.S.	77/235858	7/23/2007	3494241	8/26/2008
ECOGRIP	U.S.	76/656405	3/10/2006	3344770	11/27/2007
ECOLID	U.S.	77/652952	1/20/2009	3796865	6/1/2010
ECO-PRODUCTS	U.S.	76/688822	4/21/2008	3555735	1/6/2009
ECO-PRODUCTS	U.S.	76/349966	12/19/2001	2783373	11/11/2003
GREEN STRIPE	U.S.	77/477039	5/16/2008	3958151	5/10/2011
GREEN STRIPE and Design 	U.S.	85/719712	9/4/2012	—	—
GREEN STRIPE Trade Dress 	U.S.	76/700400	11/16/2009	3851786	9/21/2010
Map Design (Eastern hemisphere) 	U.S.	77/951044	3/4/2010	4068773	12/6/2011

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Mark	Jurisdiction	Serial No.	Filing Date	Registration No.	Registration Date
PLANTWARE	U.S.	77/760092	6/15/2009	3791412	5/18/2010
RETHINK DISPOSABLES and Design 	U.S.	85/034247	5/10/2010	4040469	10/18/2011
RETHINK DISPOSABLES... and Design 	U.S.	85/062519	6/14/2010	4100909	2/21/2012
ECO-PRODUCTS	State of Colorado	—	—	20041056908	2/17/2004
ECO-PRODUCTS and Design 	State of Colorado	—	—	20041056910	2/17/2004
ECO-PRODUCTS and Design 	State of Colorado	—	—	20041056909	2/17/2004

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RECORDED: 11/27/2012

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