

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
Delphon Industries, LLC		02/24/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Abacus Finance Group, LLC, as Agent
Street Address:	6 East 43rd Street
Internal Address:	20th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	02110-3333
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2303631	GEL-PAK
Registration Number:	2632660	GEL-TRAY
Registration Number:	2632661	GEL-FILM
Registration Number:	4071410	OMPP
Registration Number:	4278398	KWIKRIP
Registration Number:	4274442	ULTRALABEL
Serial Number:	85693159	
Serial Number:	86150253	ULTRATAPE CLEANROOM CERTIFIED PRODUCTS I
Serial Number:	86145559	ULTRATAPE
Serial Number:	86063460	VERTEC

CORRESPONDENCE DATA

Fax Number: 6175744112

TRADEMARK
 REEL: 005222 FRAME: 0765

OP \$265.00 2303631

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

Phone: 617-574-4112
Email: SMORDAS@GOULSTONSTORRS.COM
Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Stacey Mordas
Signature:	/s/ Stacey A. Mordas
Date:	02/24/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 24, 2014, is made by DELPHON INDUSTRIES, LLC, a Delaware limited liability company (the "Grantor"), in favor of ABACUS FINANCE GROUP, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referenced below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as borrower, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor, the other Loan Parties (as defined in the Credit Agreement) and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not otherwise defined in the Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

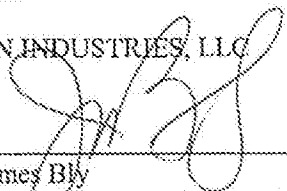
6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

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

GRANTOR:

DELPHON INDUSTRIES, LLC

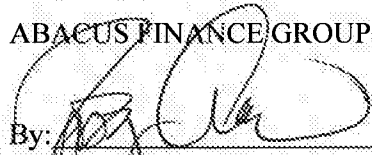
By: 
Name: James Bly
Title: Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABACUS/DELPHON 2014)]

TRADEMARK
REEL: 005222 FRAME: 0769

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: 

Name: Rocky Abraham

Title: Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

U.S. Trademarks

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Delphon Industries, LLC	Gel-Pak	75/476,114	2,3036,31	04-28-1998	12-28-1999
Delphon Industries, LLC	Gel-Tray	76/065,489	2,632,660	06-06-2000	10-08-2002
Delphon Industries, LLC	Gel-Film	76/066,254	2,632,661	06-07-2000	10-08-2002
Delphon Industries, LLC	OmPP	85/052,255	4,071,410	06-01-2010	12-13-2011
Delphon Industries, LLC	KwikRip	85/513,471	4,2783,98	01-10-2012	01/22/2013
Delphon Industries, LLC	UltraLabel	85/521,904	4,274,442	01-20-2012	01/15/2013

International Trademarks

Country	Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
China	To come.	GEL PAK	7686630	7686630	09-10-2009	10-07-2012
European Community	To come.	GEL PAK	8743841	8743841	12-09-2009	06-02-2010
Japan	To come.	GEL PAK	2009-070329	5441685	09-14-2009	09-30-2011
Korea	To come.	GEL PAK	2009-0048086	40-0855592	09-30-2009	03-04-2011
Taiwan	To come.	GEL PAK	98043247	01436091	10-01-2009	11-01-2010

TRADEMARK APPLICATIONS

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Delphon Industries, LLC TA UltraTape, a Division of Delphon Industries	Bar Code Design	85/693,159	Not yet registered	08/01/2012	Not yet registered
Delphon Industries, LLC	UltraTape and Design	86/150,253	Not yet registered	12-20-2013	Not yet registered

Delphon Industries, LLC	UltraTape	86/145,559	Not yet registered	12-17-2013	Not yet registered
Delphon Industries, LLC	VERTEC	86/063,460	Not yet registered	09-12-2013	Not yet registered