

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas Plastics, Inc.		03/02/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Merrill Lynch Business Financial Services, Inc.
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2588510	MRI
Registration Number:	2622476	POP-UP

CORRESPONDENCE DATA	
Fax Number:	(312)630-7388
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-368-4058
Email:	thomas.ryan@piperrudnick.com
Correspondent Name:	Thomas W. Ryan
Address Line 1:	P.O. Box 64807
Address Line 2:	Piper Rudnick LLP
Address Line 4:	Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	300369-56
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NAME OF SUBMITTER:	Thomas W. Ryan
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Total Attachments: 10
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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Agreement") made this 2nd day of March, 2004, between **THOMAS PLASTICS, INC.**, a Florida corporation with its principal office located at 2311 Thomas Street, Hollywood, Florida 33020 ("Customer"), and **MERRILL LYNCH BUSINESS FINANCIAL SERVICES, INC.**, a Delaware corporation with an office located at 222 North LaSalle Street, Chicago, Illinois 60601 ("MLBFS").

WITNESSETH:

WHEREAS, Customer and MLBFS have entered into (i) a Term Loan and Security Agreement A, dated as of the date hereof ("Term Loan Agreement A"), (ii) a Term Loan and Security Agreement B, dated as of the date hereof ("Term Loan Agreement B"), and (iii) a WCMA Loan and Security Agreement, dated as of the date hereof (the "WCMA Loan Agreement" and together with Term Loan Agreement A and Term Loan Agreement B, as the same may from time to time be supplemented, modified, amended or restated, the "Loan Agreements") pursuant to which MLBFS has made or agreed to make certain loans and advances to Customer (collectively, the "Loans"); and

WHEREAS, MLBFS has required as a condition, among other things, to the making of Loans to Customer under the Loan Agreements, in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Loan Agreements), that Customer shall have executed and delivered this Agreement to MLBFS;

NOW, THEREFORE, for and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer agrees as follows:

1. **Defined Terms.**

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreements shall have the meanings specified in the Loan Agreements.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Customer hereby grants to MLBFS, a security interest in, having priority over all other security interests, with power of sale to the

TRADEMARK

REEL: 002821 FRAME: 0424

extent permitted by applicable law, all of Customer's now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and i) all renewals thereof, ii) all accounts receivable, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, iii) the right to sue for past, present and future infringements and dilutions thereof, and iv) all of Customer's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, trade names, trade styles, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 2(a), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) the goodwill of Customer's business connected with and symbolized by the Trademarks; and

(c) license agreements with any other party now or hereafter entered into in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications, whether Customer is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto and made a part hereof, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of the rights of MLBFS, under the Loan Agreements and the Loan Documents (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement under which Customer is licensee which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. **Restrictions on Future Agreements.** Customer will not, without MLBFS's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Customer further agrees that it will not take any action, and will use reasonable efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to MLBFS under this Agreement or the rights associated with those Trademarks and Licenses which are necessary or desirable in the operation of Customer's business.

4. **New Trademarks and Licenses.** Customer represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications and license agreements in

connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks and service mark applications now owned or held by Customer. If, prior to the termination of this Agreement, Customer shall (i) create or obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, trade styles, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, trade styles, service mark, service mark registration or service mark application, the provisions of Section 2 above shall automatically apply thereto and Customer shall give MLBFS prompt written notice thereof. Customer hereby authorizes MLBFS to modify this Agreement by (a) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, trade styles, service marks, service mark registrations, service mark applications, and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2 above, or under this Section 4 (whether or not any such notice from Customer has been sent or received), and (b) filing, in addition to and not in substitution for, this Agreement, a supplement or addendum to this Agreement containing on Schedules A or B thereto, as the case may be, such trademarks, trademark applications, trade names, trade styles, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, trade styles, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 above or this Section 4 and to take any action MLBFS otherwise deems appropriate to perfect or maintain the rights and interests of MLBFS under this Agreement with respect to such Trademarks and Licenses.

5. **Royalties.** Customer hereby agrees that the use by MLBFS of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Customer's rights thereunder and with respect thereto and without any liability for royalties or other related charges from MLBFS to Customer or anyone.

6. **Nature and Continuation of Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreements terminated.

7. **Right to Inspect; Further Assignments and Security Interests.** MLBFS shall have the right, at any reasonable time and from time to time, to inspect Customer's premises and to examine Customer's books, records, and operations relating to the Trademarks, including, without limitation, Customer's quality control processes; provided, that in conducting such inspections and examinations, MLBFS shall use reasonable efforts not to disturb unnecessarily the conduct of Customer's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Loan Agreements and the Loan Documents, Customer agrees that MLBFS, or a conservator appointed by MLBFS, shall have the right to take any action to renew or to apply for registration of any Trademarks as MLBFS or said conservator, in its sole judgment, may deem necessary or desirable in connection with the

enforcement of MLBFS's rights hereunder. Customer agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of MLBFS and (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof.

8. **Duties of Customer.** Customer shall have the duty, to the extent necessary or desirable in the normal conduct of Customer's business, (i) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks and service marks as Customer deems appropriate, and (iii) to preserve and maintain all of Customer's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks and Licenses. Any expenses incurred in connection with the foregoing shall be borne by Customer. Customer shall not abandon any trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Customer's business. Customer agrees to retain an experienced trademark attorney reasonably acceptable to MLBFS for the filing and prosecution of all such applications and other proceedings. MLBFS shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, MLBFS shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Customer and added to the Obligations secured hereby.

9. **MLBFS's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, MLBFS shall have the right, but shall not be obligated, to bring suit or take any other action to enforce the Trademarks and the Licenses and, if MLBFS shall commence any such suit or take any such action, Customer shall, at the request of MLBFS, do any and all lawful acts and execute any and all proper documents required by MLBFS in aid of such enforcement. Customer shall, upon demand, promptly reimburse and indemnify MLBFS for all costs and expenses incurred by MLBFS in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, MLBFS is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. **Waivers.** No course of dealing between Customer and MLBFS, and no failure to exercise or delay in exercising on the part of MLBFS any right, power or privilege hereunder or under the Loan Agreements or any Loan Documents shall operate as a waiver of any of MLBFS's, rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Loan Agreements, or any Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Exercise of Rights and Remedies Upon Default.** Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, MLBFS, may exercise any of the rights and remedies provided in this Agreement, the Loan Agreements or any Loan Documents. Without limiting the generality of the foregoing, Customer acknowledges and agrees that (i) the Trademarks and

Licenses comprise a portion of the Collateral and MLBFS shall have the right to exercise its rights under the Loan Agreements and the other Loan Documents with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, MLBFS or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell any and all inventory, or otherwise use or transfer such Collateral in connection with the conduct of Customer's business.

12. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney**. All of MLBFS's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Customer hereby irrevocably appoints MLBFS as Customer's attorney-in-fact, with full authority in the place and stead of Customer and in the name of Customer or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreements and the other Loan Documents, Customer hereby authorizes MLBFS to, in its sole discretion, upon the occurrence and during the continuance of an Event of Default, (i) endorse Customer's name on all applications, documents, papers and instruments necessary or desirable for MLBFS in the use or transfer of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as MLBFS deems is in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Customer hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6 hereof. Customer acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of MLBFS under the Loan Agreements, any other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. MLBFS shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. **Binding Effect; Benefits**. This Agreement shall be binding upon Customer and its successors and assigns, and shall inure to the benefit of MLBFS and its nominees, successors and assigns. Customer's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Customer; provided, however, that Customer shall not voluntarily assign its obligations hereunder without the prior written consent of MLBFS.

16. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with, the laws of the State of Illinois, except for its choice of law provisions.

17. **Notices.** All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreements.

18. **Section Headings.** The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

THOMAS PLASTICS, INC.

By: [Signature]
Name: STEPHEN SCHWARTZ
Title: CFO

ATTEST:

Name: _____
Title: _____

Accepted and agreed to in Chicago, Illinois as of this 2nd day of March, 2004.

**MERRILL LYNCH BUSINESS
FINANCIAL SERVICES INC.**

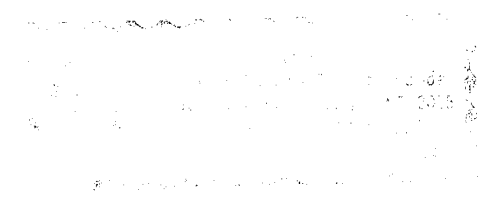
By: [Signature]
Name: EDMUND S. BURGHE
Title: VICE PRESIDENT

STATE OF FL)
) SS
COUNTY OF Pinellas)

The foregoing Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me this 5 day of March, 2004 by Larry S. ... and _____, personally known to me to be the CEO and the _____ Secretary, respectively, of Thomas Plastics, Inc., a Florida corporation, on behalf of such corporation.

Larry ...
Notary Public

My commission expires: 12/31/05



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Collateral Assignment and Security Agreement was executed and acknowledged before me this 31st day of March, 2004 by [Signature], personally known to me to be the _____, of Merrill Lynch Business Financial Services Inc., a Delaware corporation, on behalf of such corporation.

[Signature]

Notary Public

My commission expires: 10-09-06



SCHEDULE A
TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

TRADEMARKS

Trademark	Country	Registration Number
MRI	United States	2588510
POP-UP	United States	2622476

SCHEDULE B
TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LICENSES

None