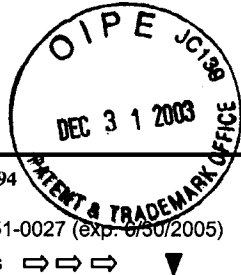


12/31/03



01-06-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hilex Poly Co. LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 12/22/2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: Suite 300

Street Address: 6130 Stoneridge Mall Rd.

City: Pleasanton State: CA Zip: 94588

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

1545363

See Annex I

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 W. 5th Street,
Suite 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: _____

15

7. Total fee (37 CFR 3.41).....\$ 390.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah E. Taylor
Name of Person Signing

Deborah E. Taylor
Signature

December 30, 2003
Date

01/05/2004 ECOOPER 00000063 1545363

Total number of pages including cover sheet, attachments, and document: 10

01 FC:8521
02 FC:8522

40.00
350.00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002891 FRAME: 0053

TRADEMARKS

Domestic:

<u>Trademark</u>	<u>Registration Number</u>	<u>Renewal Date</u>
AUTO-MATE	1,545,363	6/27/09
ENVIRO-MATE	1,524,462	2/14/09
ENVIROMULCH	1,677,625	3/3/12
HELPMATE, JR.	1,414,275	10/21/06
HELPMATE 3000	1,378,137	1/14/06
JAWS	1,653,101	8/6/11
MINIMATE	1,524,470	2/14/09
QUIKMATE	1,423,948	1/6/07
QUIKMATE EZ	1,766,706	4/20/13
QUIKMATE MINI	1,855,172	9/20/04
QUIKSTAR	2,316,520	2/8/20
QUIKTAB	2,132,866	1/27/18
ROLLMATE	1,429,267	2/17/07
ROLLMATE II	1,524,547	2/14/09
SRM	2,134,942	2/3/08

(Borrower Trademark)

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 22, 2003, by HILEX POLY CO. LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, individually and in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Hilex Poly Holding Co. LLC, a Delaware limited liability company, as Holdings, Grantor and the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all applications, divisional applications, registrations, renewals, extensions, and foreign applications and registrations corresponding thereto, relating to each Trademark;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against any third party for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, that the Trademark Collateral shall not include any rights or interests of Grantor under any Trademark License, if, and solely to the extent that, the granting of a security interest in favor of Agent with respect to such Trademark License would cause a default under the express terms of such Trademark License (other than to the extent that any such term would be rendered ineffective pursuant to the Code (including, without limitation, with respect to any Account, payment intangible, Chattel Paper or promissory note) or any other applicable law, including, without limitation, the Bankruptcy Code or principles of equity), provided further, however, that immediately upon the ineffectiveness, lapse, amendment or termination of any such term, such Trademark License shall (without any further action or delivery by any Person) constitute Trademark Collateral (and such Grantor shall be deemed to have granted a security interest therein) hereunder as if such provision had never been in effect. Grantor hereby agrees and acknowledges that the foregoing exclusion shall not in any way be construed to limit, impair or otherwise affect the Agent's unconditional continuing security interests in and liens upon any rights or interests of Grantor in or to monies due or to become due under any Trademark License, and Grantor agrees that it shall use commercially reasonable efforts prior to entering into any such Trademark License to cause the grant of the security interest in favor of the Agent in such Trademark License, as contemplated hereunder, to be permitted thereunder. [Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to use application relating to any Trademark]/**[Discuss]**.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, 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.

HILEX POLY CO. LLC, a Delaware
limited liability company

By: _____

Name: Leon Farahnik

Title: C.E.O.

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, a Delaware corporation, as Agent

By: _____

Name: _____

Title: _____

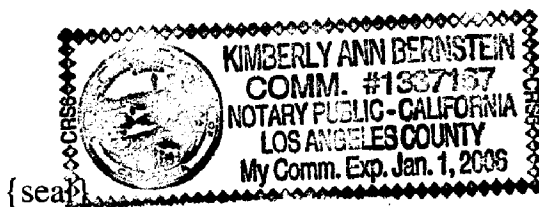
ACKNOWLEDGMENT OF GRANTOR

STATE OF California)

COUNTY OF Los Angeles)

ss.

On this 21 day of December, 2003 before me personally appeared Leon Farahnik, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hilex Poly Co. LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Kimberly Ann Bernstein
Notary Public

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS	
TRADEMARK REG. NO.	DATE
SEE ANNEX I ATTACHED HERETO	

TRADEMARK APPLICATIONS
SEE ANNEX I ATTACHED HERETO

TRADEMARK LICENSES		
NAME OF AGREEMENT	PARTIES	DATE OF AGREEMENT
NONE		

ANNEX I
TRADEMARKS

Domestic:

<u>Trademark</u>	<u>Registration Number</u>	<u>Renewal Date</u>
AUTO-MATE	1,545,363	6/27/09
ENVIRO-MATE	1,524,462	2/14/09
ENVIROMULCH	1,677,625	3/3/12
HELPMATE, JR.	1,414,275	10/21/06
HELPMATE 3000	1,378,137	1/14/06
JAWS	1,653,101	8/6/11
MINIMATE	1,524,470	2/14/09
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QUIKMATE EZ	1,766,706	4/20/13
QUIKMATE MINI	1,855,172	9/20/04
QUIKSTAR	2,316,520	2/8/20
QUIKTAB	2,132,866	1/27/18
ROLLMATE	1,429,267	2/17/07
ROLLMATE II	1,524,547	2/14/09
SRM	2,134,942	2/3/08

(Borrower Trademark)

Foreign:

Country	Mark	APP/REG NO.	Status	RENEWAL DATE
Australia	AUTO-MATE	513455	Registered	6/23/06
	ENVIRO-MATE	513122	Registered	6/16/06
	MINIMATE	513457	Registered	6/23/06
	QUIKMATE	513123	Registered	6/19/06
	ROLLMATE	513454	Registered	6/23/06
Belgium	MINIMATE	455119	Registered	1/6/09
	ROLLMATE	446440	Registered	5/25/08
Holland	MINIMATE	455119	Registered	1/6/09
	ROLLMATE	446440	Registered	5/25/08
Luxembourg	MINIMATE	455119	Registered	1/6/09
	ROLLMATE	446440	Registered	5/25/08
Canada	AUTO-MATE	381077	Registered	3/8/06
	ENVIRO-MATE	368784	Registered	5/18/05
	JAWS	386197	Registered	6/28/06
	MINIMATE	369092	Registered	6/1/05
	QUIKFOLD	(SN)1176915	Pending	
	QUIKMATE-EZ	435864	Registered	11/18/09
	QUIKSERV	(SN)1176916	Pending	
	QUIKSTAR	536915	Registered	11/8/15
	QUIKTAB	527021	Registered	4/26/15
	ROLLMATE	332459	Registered	9/25/17
	ROLLMATE II	368554	Registered	5/11/05
	TWINMATE	359330	Registered	8/11/04
Denmark	AUTO-MATE	0783-1991	Registered	2/1/11
Finland	ENVIRO-MATE	115285	Registered	12/5/11
	MINIMATE	115019	Registered	11/20/11
	QUIKMATE	115020	Registered	11/20/11
	ROLLMATE	115021	Registered	11/20/11
France	MINIMATE	1514100	Registered	2/13/09
	ROLLMATE	1674778	Registered	7/21/08
Germany	MINIMATE	1144910	Registered	3/1/09
	ROLLMATE	1136186	Registered	5/26/08
Great Britain	AUTO-MATE	1395792	Registered	8/23/06
	MINIMATE	1369185	Registered	1/6/06
	ROLLMATE	1345196	Registered	5/21/05
Ireland	AUTO-MATE	135391	Registered	8/21/06
	MINIMATE	130665	Registered	1/12/10
	ROLLMATE	127158	Registered	6/13/09
Mexico	QUIKFOLD	(SN)599396	Pending	
	QUIKSERV	(SN)599397	Pending	

(Borrower Trademark)

Country	Mark	APP/REG NO.	Status	RENEWAL DATE
	QUIKSTAR	697197	Pending	2/9/09
	QUIKTAB	547731	Registered	4/10/07
New Zealand	AUTO-MATE	195683	Registered	8/24/10
	MINIMATE	195687	Registered	8/24/10
	ROLLMATE	195684	Registered	8/24/10
Puerto Rico	QUIKFOLD		Pending	
	QUIKSERV		Pending	

(Borrower Trademark)

LA1 553945v2

RECORDED: 12/31/2003

TRADEMARK
REEL: 002891 FRAME: 0062