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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102837058

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

1. Name of conveying party(ies): Harvel Plastics, Inc. 300 Kuebler Road Easton, PA 18040 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Standard Federal Bank, N. A. Internal Address: Street Address: 2600 West Big Beaver Road City: Troy State: MI Zip: 48084 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Bank 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 01/28/2005

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2875761, 2526620 2511632, 2745568 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christina McClure Internal Address: 02/04/2005 6TON11 00000036 2875761 01 FC:8522 120.00 OP Street Address: Latham & Watkins LLP 233 S. Wacker Drive, Suite 5800 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41) \$ 115.00 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Christina McClure Name of Person Signing [Signature] Signature January 2, 2005 Date

Total number of pages including cover sheet, attachments, and document: 5

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

02/04/2005 6TON11 00000035 2875761

01 FC:8521 40.00 OP 02 FC:8522 75.00 OP

TRADEMARK REEL: 003023 FRAME: 0199

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2005, by HARVEL PLASTICS, INC., a Pennsylvania corporation ("Grantor"), in favor of STANDARD FEDERAL BANK, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as other Borrowers and Loan Parties, and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to extend loans and other financial accommodations for the benefit of Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender 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 but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Loan Agreement.

2 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender 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 reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing.

3 LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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.

HARVEL PLASTICS, INC., as Grantor

By: Earl E. Wismer
Name: EARL E. WISMER
Title: PRES/CEO

ACCEPTED AND ACKNOWLEDGED BY:

STANDARD FEDERAL BANK, N.A.,
as Lender

By: _____
Name: _____
Title: _____

*[Signature Page to
the Harvel Trademark Security Agreement]*

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.

HARVEL PLASTICS, INC., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

STANDARD FEDERAL BANK, N.A.,
as Lender

By: Allison Pardall
Name: Allison Pardall
Title: AVP

*[Signature Page to
the Harvel Trademark Security Agreement]*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Status in Patent Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Color TM for Harvel Pipe	Registered	2875761	8/17/2004
Harvel LXT	Registered	2526620	1/8/2002
Harvel (and Design)	Registered	2511632	11/27/2001
Harvel	Registered	2745568	8/5/2003

TRADEMARK APPLICATIONS – None

TRADEMARK LICENSES – None

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CH726571.2

RECORDED: 02/03/2005

TRADEMARK
REEL: 003023 FRAME: 0203