

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended And Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bulk Molding Compounds, Inc.		05/09/2005	CORPORATION:
TMC Acquisition, Inc.		05/09/2005	CORPORATION:
Maxwell Properties, LLC		05/09/2005	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	233 South Wacker Drive		
Internal Address:	Sears Tower		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78606798	BMC	
Serial Number:	78606813	BMC	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-609-7838		
Email:	tsettle@vedderprice.com		
Correspondent Name:	Tammy S. Settle		
Address Line 1:	222 North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Tammy S. Settle		
Signature:	/tsettle/		

CH \$65.00 78606798

Date:

09/12/2005

Total Attachments: 11

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is dated as of May 9, 2005 and is made by and among **BULK MOLDING COMPOUNDS, INC.**, an Illinois corporation ("**BMCI**"), **TMC ACQUISITION, INC.**, an Illinois corporation ("**Acquisition**") and **MAXWELL PROPERTIES, L.L.C.**, an Illinois limited liability company ("**Maxwell**"; and together with BMCI and Acquisition, collectively, the "**Borrower**"; and **FIFTH THIRD BANK (CHICAGO)** ("**Fifth Third**"), as agent for the Lenders referred to below (Fifth Third, in such capacity "**Agent**").

RECITALS

WHEREAS, the BMCI and Fifth Third entered into that certain Loan and Security Agreement dated as of November 1, 1998 (as amended, supplemented, restated or otherwise modified from time to time, the "**Original Credit Agreement**") pursuant to which Fifth Third agreed to make Revolving Loans and certain Term Loans to the BMCI, subject in each case to the terms and conditions of the Original Credit Agreement;

WHEREAS, BMCI and Fifth Third amended and restated the Original Credit Agreement pursuant to the terms of the (i) Amended and Restated Loan and Security Agreement dated as of June 26, 2002 and (ii) Second Amended and Restated Loan and Security Agreement dated as of May 9, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Second Original Credit Agreement**");

WHEREAS, Borrower, Agent and the financial institutions party thereto (the "**Lenders**") are entering into a Third Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, to secure the repayment of all amounts payable under the Credit Agreement and the Loan Documents (as defined in the Credit Agreement), the Agent has required that it be granted a valid security interest in and to all, among other things, now existing and hereafter arising trademarks and trademark applications used in the business of the Borrower; and

WHEREAS, to secure the repayment of all amounts under the Credit Agreement and the Loan Documents, the Borrower has granted to the Agent, for the benefit of the Lenders, a valid security interest in and to all of its now existing and hereafter acquired general intangibles, including, without limitation, all of its now existing and hereafter arising trade secrets, patents and patent applications, trademarks and use-based trademark applications, trade names and copyrights.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to

induce the Lenders to make the Revolving Loans and the Term Loans, the parties hereto agree as follows:

1. Definitions. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. Grant of Security Interest. To secure the payment and performance of all indebtedness and other obligations and liabilities of the Borrower to the Lenders of every kind and description, whether direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising under or in connection with the Credit Agreement and the Loan Documents, the Borrower hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of the Borrower's rights, titles and interests in the United States and throughout the world, in and to (a) all of its currently owned or hereafter acquired trademarks, registrations of trademarks and use-based applications for trademark registration pending before the United States Patent and Trademark Office ("PTO"), together with the goodwill of the business symbolized by such trademarks, including, without limitation, those United States trademark registrations and use-based applications for trademark registrations listed on **Schedule A** and **Schedule C** attached hereto and made a part hereof, (b) all currently owned or hereafter acquired trademarks, registration of trademarks and use based applications for trademark registration pending before the Trademark Offices of foreign countries, including, without limitation, those trademark registrations and use-based applications for trademark registrations listed in **Schedule A** for Mexico, Taiwan, Venezuela, Argentina, Brazil, Great Britain, Italy, Spain, Switzerland and France, (c) all trademark licenses set forth in Schedule B hereto (the "**Trademark Licenses**"), (d) all income, royalties, damages and payments now and hereafter due and/or payable under or based on such trademarks and trademark licenses, and (e) all rights to sue, collect and retain damages and payments for past and future infringements and violation of the rights thereof (such trademarks, registrations of trademarks and use-based applications for trademark registrations set forth at (a) and (c) of this paragraph being herein the "**Trademarks**"). The marks listed in **Schedule C** are marks that are the subject of pending intent-to-use applications (each an "**ITU Application**" and collectively the "**ITU Applications**" and together with the Trademark Licenses and the Trademarks, being collectively, the "**Trademark Collateral**"). At such time, if any, that the Borrower begins making use in interstate commerce of any such mark, (1) the Borrower shall convert the applicable ITU Application to a use-based application by filing an Amendment to Allege Use or Statement of Use with the PTO and providing notice of such filing to the Agent, and (2) upon notice from the PTO of the acceptance of such Amendment to Allege Use or Statement of Use, such mark and corresponding use-based application shall automatically become part of the Trademark Collateral and fully subject to the security interest of the Agent hereunder.

3. Representations and Warranties. The Borrower represents and warrants to and covenants with the Agent and Lenders that:

(a) The Borrower is the present owner of the entire right, title and interest in and to the Trademark Collateral described in **Schedule A** and **Schedule C** hereto and, to the best of its knowledge, has good and indefeasible title thereto.

(b) The Trademark Collateral is free and clear of all security interests, liens and encumbrances, except Permitted Liens.

(c) The Borrower has not granted any licenses, rights or privileges in or to the Trademark Collateral to any party except the Agent, for the benefit of the Lenders.

(d) To the best of the Borrower's knowledge, the Borrower may use the Trademark Collateral that are the subject of registrations described in **Schedule A** free and clear of the infringement of the rights of others.

(e) The Borrower has not commenced and has not threatened to commence against any Person, and there is not pending, any suit or other proceeding seeking to enforce or alleging a violation of any of the Trademark Collateral or any of the Borrower's rights therein.

(f) No Person has commenced or, to the best of the Borrower's knowledge, has threatened to commence any suit or other proceeding alleging that any of the Trademark Collateral is unenforceable or violates any right or interest of such Person.

(g) The Trademark Collateral on **Schedule A** constitute all of the registrations and applications for Trademarks in the United States, Mexico, Taiwan, Venezuela, Argentina, Brazil, Great Britain, Italy, Spain, Switzerland and France owned by the Borrower.

(h) The Borrower has not and will not make any agreement or assignment in conflict with this Agreement.

(i) To the best of the Borrower's knowledge, the trademark applications set forth in **Schedule A** have been duly and properly filed, the trademark registrations set forth in said Schedule have been issued, and the Trademarks shown as having been registered or for which applications for registration have been filed are valid and enforceable.

(j) The Borrower agrees to provide the Agent with supplemental documentation necessary to record and perfect this Agreement with the relevant offices in the countries in which the Borrower has Trademark Collateral as set forth in **Schedules A and B**.

4. Maintenance and Enforcement of Trademark Collateral. The Borrower shall not take any action, nor permit any action to be taken by others subject to the Borrower's control, including licensees, or fail to take any action regarding any matter of which the Borrower has knowledge, which would affect the validity and enforcement of any of the Trademark Collateral, or impair the value of any of the Trademark Collateral or the goodwill of the business associated therewith, except that the Borrower may discontinue or abandon the use of any of the Trademark Collateral and any applications and registrations therefor if it determines that, in its reasonable business judgment, such discontinuance or abandonment is desirable or necessary. Subject to the other provisions of this Agreement, the Borrower shall Assume and continue, at its own cost and expense, through counsel of its own choice and acceptable to the Agent, full and complete responsibility for the prosecution, issuance, enforcement, maintenance, renewal or any other actions in connection with the Trademark Collateral.

5. Notice of Proceedings. The Borrower promptly shall notify the Agent, in writing, of any suit, action or proceeding which relates to, is concerned with or affects any of the Trademark Collateral or alleges infringement of another trademark by any of the Trademark Collateral, if in either case an adverse decision could reasonably be expected to have a material adverse effect on any of the Trademark Collateral or on the Borrower's rights therein, and the Borrower shall, on written request of the Agent, deliver to the Agent a copy of all pleadings, papers, orders and decrees heretofore and hereafter filed in any such suit, action or proceeding, and shall keep the Agent fully advised in writing of the progress of any such suit or proceeding.

6. New Applications and Registrations. Not less frequently than semi-annually, the Borrower shall provide the Agent with a listing of all new applications for trademarks and of newly issued registrations for which application was made previously, each of which new applications and registrations shall be subject to the terms and conditions of the Credit Agreement and this Agreement, and in the case of a use-based application or registration, shall come within the term "Trademarks" as set forth herein. Each new ITU Application shall come within the term "Trademarks" when the conditions for ITU Applications set forth in Paragraph 2 above are met. In addition, the Borrower shall provide the Agent, on request, such documents and instruments, each in a form acceptable to counsel for the Agent, as may be necessary to grant to the Agent, for the benefit of the Lenders, and to perfect, a valid enforceable security interest in such new applications and registrations.

7. Documents Relating to Trademark Collateral. Upon written request by the Agent, the Borrower shall deliver to the Agent copies of any trademark applications and other documents concerned with or related to the adoption, use, prosecution, protection, maintenance, renewal, enforcement or issuance of the Trademark Collateral.

8. Conduct of Business to Protect Goodwill. In order to protect and continue the goodwill of the business associated with and symbolized by the Trademark Collateral, and to avoid deception to the public as to the nature and quality of the goods on which the Trademark Collateral is employed by the Borrower, the Borrower shall conduct its business in accordance with the requirements of production, quality and service of the goods in the market as in the past, and shall at all times use its best efforts to maintain the quality of the goods sold or distributed on which the Trademark Collateral is employed commensurate with at least the same or better quality and past practices of the Borrower.

9. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) if the Borrower fails to perform, keep or observe any term, provision, condition or covenant contained in this Agreement which the Borrower is required to be performed, kept or observed and such failure is not cured within 21 days after written notice thereof from the Agent to the Borrower;

(b) if any representation or warranty made by the Borrower herein is breached or is false or misleading in any material respect; or

(c) the occurrence of an "Event of Default" under the Credit Agreement.

10. Remedies. After the occurrence of and during the continuance of an Event of Default, the Agent and Lenders shall have all of the rights, remedies and benefits of a secured party under applicable law, including without limitation, all of the rights, remedies and benefits of a secured party under the Uniform Commercial Code, whether or not the Uniform Commercial Code is applicable, and, in addition, the Agent may grant licenses, rights or other privileges in, or otherwise take whatever action with respect to, the Trademark Collateral that the Agent deems necessary or appropriate under the circumstances. The Borrower hereby appoints and designates the Agent as its attorney to take, during the continuance of an Event of Default, in the name of either the Borrower or the Agent, such action as the Agent, in its sole discretion, deems necessary or appropriate under the circumstances to protect the Trademark Collateral and the security interest of the Agent therein, but the Agent shall not be required to take any such action.

11. Fees and Expenses. The Borrower agrees to pay on demand any and all costs, charges, fees and other expenses incurred by the Agent in connection with this Agreement and the enforcement thereof including, without limitation, the fees and expenses of counsel employed by the Agent (i) with respect to the amendment or enforcement of this Agreement or with respect to the any of the Trademark Collateral, (ii) to represent the Agent in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether, instituted by the Agent, the Borrower or any other Person) in any way or respect relating to this Agreement or any of the Trademark Collateral or (iii) to enforce any of the Agent's rights hereunder including, without limitation, any action to protect, collect, sell, liquidate or otherwise dispose of any of the Trademark Collateral. In addition, following the occurrence of an Event of Default, Borrower shall reimburse each Lender for all costs and expenses, including, without limitation, legal expenses and reasonable attorneys' fees, incurred by such Lender in connection with the (i) collection, protection or enforcement of any rights in or to the Trademark Collateral and (ii) administration and enforcement of any of Lenders' rights under this Agreement.

12. Governing Law; Jury Trial; Severability. This Agreement shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Borrower and rights of the Agent shall be in addition to and not in limitation of those provided by applicable law.

THE BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE AGENT'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS AGREEMENT, OR ARISING FROM ANY DISPUTE OR

CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, THE STATE OF ILLINOIS, AND THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE BORROWER BY THE AGENT IN ACCORDANCE WITH THIS SECTION.

13. Notices. All notices and other communications hereunder shall be sent in the manner and to the persons set forth in Section 25 of the Credit Agreement and when so sent, shall be deemed given at the times provided in said Section.

14. Release of Security Interest. Upon payment in full of all obligations of the Borrower arising under or in connection with the Credit Agreement and the Loan Documents and the termination of the Revolving Loan Commitment thereunder, the Agent agrees to release and take such further action as may be necessary or advisable to evidence such release and termination of its security interest set forth herein.

15. AMENDMENT AND RESTATEMENT. This agreement is intended to amend and restate the Trademark Security Agreement dated as of November 1, 1998 between BMCI and Fifth Third (the "**Prior Agreement**") in its entirety, without novation, and, solely for the convenience of reference, to restate it. All obligations BMCI had under the Prior Agreement shall be continued hereunder. The parties acknowledge and agree that any reference to the Prior Agreement in the other Loan Documents shall mean and be references to this Agreement.


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Signature Pages Follow


(Signature page to Trademark Security Agreement)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.


BULK MOLDING COMPOUNDS, INC.

By: 
Larry E. Nunnery, Jr.
Chairman and CEO

TMC ACQUISITION, INC.

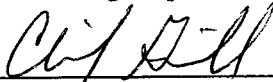
By: 
Larry E. Nunnery, Jr.
Chairman and CEO

MAXWELL PROPERTIES, L.L.C.

By: 
Larry E. Nunnery, Jr.
Manager

(Signature page to Trademark Security Agreement)

FIFTH THIRD BANK (CHICAGO), a
Michigan banking corporation, as Agent

By: 
Vice President

CHICAGO/#1361461

TRADEMARK
REEL: 003157 FRAME: 0788

Schedule A
To Amended and Restated Trademark Security Agreement

Trademarks

The Bulldog Logo

(Australia: waiting for application number)
(Brazil: waiting for application number)
(Canada: 1,253,505)
(China: waiting for application number)
(European Community: waiting for number)
(Hong Kong: 300380538)
(India: waiting for application number)
(Japan: 2005-024739)
(Korea: 40-2005-12884)
(Mexico: 708281)
(Russian Federation: 2005707730)
(Switzerland: 52472/2005)
(Taiwan: 094009297)
(Turkey: 2005/012389)
(USA: 78/606,798)

The Company Logo

(Australia: 1047521)
(Brazil: waiting for application number)
(Canada: 1,253,497)
(China: waiting for application number)
(European Community: waiting for number)
(Hong Kong: 300387081)
(India: waiting for application number)
(Japan: 2005-024740)
(Korea: 40-2005-12883)
(Mexico: 708282)
(Russian Federation: 2005707727)
(Switzerland: 52471/2005)
(Taiwan: 094009295)
(Turkey: 2005/012388)
(USA: 78/606,813)

BMC Type Thermosetting Composition and Method for the Manufacture of the Composition
(France: 9712806)

BMC Composite Material and Method for the Manufacture of the Material
(France: 9712807)

Schedule B
To Amended and Restated Trademark Security Agreement

Trademark Licenses

None.

Schedule C
To Amended and Restated Trademark Security Agreement

Intent to Use-Application

None.