

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Priority Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hilex Poly Co. LLC		10/18/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	6130 Stoneridge Mall Road, Suite 300		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76622915	BAG-TO-BAG	
Registration Number:	1524462	ENVIRO-MATE	
Registration Number:	2911503	QUIKSERV	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	035060-9 HILEX 3 TMS		
NAME OF SUBMITTER:	Patricia A. Conner		

OP \$90.00 76622915

900034904

TRADEMARK
REEL: 003183 FRAME: 0316

Signature:

/Patricia A. Conner/

Date:

10/27/2005

Total Attachments: 8

source=Hilex TM#page1.tif

source=Hilex TM#page2.tif

source=Hilex TM#page3.tif

source=Hilex TM#page4.tif

source=Hilex TM#page5.tif

source=Hilex TM#page6.tif

source=Hilex TM#page7.tif

source=Hilex TM#page8.tif

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT dated as of October 18, 2005, by HILEX POLY CO. LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), individually and in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, certain lenders have entered into that certain Credit Agreement dated as of December 22, 2003 (as amended prior to the date hereof, the "Original Credit Agreement") by and among Grantor, as borrower, the other credit parties party thereto, the lenders party thereto from time to time, and GE Capital, as agent;

WHEREAS, in connection with the Original Credit Agreement, Grantor, the other Grantors named therein and Agent executed that certain Security Agreement dated as of December 22, 2003 (as amended prior to the date hereof, the "Original Security Agreement"), and Grantor and Agent executed that certain Trademark Security Agreement dated as of December 22, 2003 (as amended prior to the date hereof, the "Original Trademark Security Agreement");

WHEREAS, Lenders and GE Capital, as Agent, have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof with Grantor, as a Borrower, and the other Credit Parties party thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which amends and restates the Original Credit Agreement in its entirety;

WHEREAS, in connection with the Credit Agreement, Grantor, the other Grantors named therein and Agent have entered into that certain Amended and Restated Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which amends and restates the Original Security Agreement in its entirety;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Amended and Restated Trademark Security Agreement, which amends and restates the Original Trademark Security Agreement in its entirety;

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 to amend and restate the Original Trademark Security Agreement in its entirety as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor has previously granted, and 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 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 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 or any other Proceeds from the sale, license, lease or other disposition of such 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 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.

The foregoing grant of security interest in this Section 2 confirms the grant of first priority security interest in the Trademark Collateral to secure the Obligations made in the Original Trademark Security Agreement and continues in all respects the grant therein without in any way causing any interruption in continuity from such original grant.

3. SECURITY AGREEMENT. The security interests continued and granted pursuant to this Amended and Restated Trademark Security Agreement are continued and granted in conjunction with the security interests continued and 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.

4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated 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: Craig T. Glynn
Name: CRAIG T. GLYNN
Title: CHIEF FINANCIAL OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, a Delaware corporation, as Agent

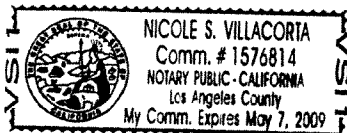
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

On this 14th day of OCTOBER, 2005 before me personally appeared CRAIG T. GLYNN, 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.

{seal}



Nicole Villacorta
Notary Public

HILEX POLY CO. LLC, a Delaware limited liability company

TRADEMARK
REEL: 003183 FRAME: 0322

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
BAG-2-BAG	76/622,915	pending
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
QUIKSERV	2,911,503	registered
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

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	

(Amended and Restated Borrower Trademark)

Country	Mark	APP/REG NO.	Status	RENEWAL DATE
	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
Japan	ROLLMATE	2386624	Registered	
Mexico	QUIKFOLD	607904	Registered	
	QUIKSERV	807985	Registered	
	QUIKSTAR	697197	Pending	
	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
	QUIKMATE	194472	Registered	
Puerto Rico	QUIKFOLD		Pending	
	QUIKSERV		Pending	
Switzerland	ENVIROMATE/RCB	402,593	Registered	

(Amended and Restated Borrower Trademark)

NY1 577454v.1

RECORDED: 10/27/2005

TRADEMARK
REEL: 003183 FRAME: 0325