TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Captive Plastics, Inc.		12/23/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1277024	CAPTIVE PLASTICS
Registration Number:	2081302	CP
Registration Number:	2092911	CP
Registration Number:	1279008	CPI
Registration Number:	1547419	
Registration Number:	1273575	
Registration Number:	1545407	THORO-BAN

CH $190.00 1277024

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Suite 401
Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	348317
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/30/2005

Total Attachments: 6
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Captive Plastics, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation-State DE
- ☐ Other

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

2. Name and address of receiving party(ies)

Name: Credit Suisse

Internal Address:

Street Address: 11 Madison Avenue

City: New York State: NY Zip: 10010

- ☐ Individual(s) citizenship
- ☐ Association Bank
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☑ 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 ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☑ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: December 23, 2005

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

A. Trademark Application No.(s)
See attached

B. Trademark Registration No.(s)
See attached

Additional number(s) attached ☑ Yes ☐ No

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....$ 190

- ☐ 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.

Leah F. Baskin		December 29, 2005
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK SECURITY AGREEMENT dated as of December 23, 2005, among CAPTIVE PLASTICS, INC., a New Jersey corporation (the "***Borrower***"), CAPTIVE HOLDINGS, INC., a Delaware corporation ("***Holdings***"), CAPLAS LLC, a Delaware limited liability company ("***Caplas***"), and CREDIT SUISSE ("***Credit Suisse***"), as second lien collateral agent (in such capacity, the "***Collateral Agent***").

Reference is made to (a) the Second Lien Credit Agreement dated as of December 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, Holdings, the lenders from time to time party thereto (the "***Lenders***") and Credit Suisse, as administrative agent (in such capacity, the "***Administrative Agent***") and Collateral Agent and (b) the Second Lien Guarantee and Collateral Agreement dated as of December 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "***Collateral Agreement***"), among the Borrower, Holdings, the Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower, Holdings and Caplas will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, each of the Borrower and Caplas, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "***Trademarks***");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

Notwithstanding the foregoing, the Borrower and Caplas shall not be deemed to have granted a security interest in, and the Trademark Collateral shall not include, any Trademark to the extent that the grant by the Borrower or Caplas, as the case may be, of a security interest in such Trademark would result in the cancelation or invalidity thereof.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Borrower and Caplas hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

[Remainder of this page intentionally left blank]

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

CAPTIVE PLASTICS, INC.

by _____
Name: David L. Smith
Title: Secretary and Vice President-Finance

CAPTIVE HOLDINGS, INC.

by _____
Name: David L. Smith
Title: Secretary and Vice President-Finance

CAPLAS LLC

by _____
Name: David L. Smith
Title: Secretary and Vice President-Finance

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent

by _____
Name:
Title:

by _____
Name:
Title:

[[2365864]]

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

CAPTIVE PLASTICS, INC.

by

Name:
Title:

CAPTIVE HOLDINGS, INC.

by

Name:
Title:

CAPLAS LLC

by

Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Collateral Agent

by

Name: PHILLIP HO
Title: DIRECTOR

by

Name: KARIM BLASETTI
Title: ASSOCIATE

[[2565864]]

SCHEDULE I

U.S. Trademark Registrations

MARK	APP/REG. NO.	APP./REG. DATE	OWNER
CAPTIVE PLASTICS	1277024	05/08/84	Borrower
CP	2081302	07/22/97	Borrower
CP**	2092911	09/02/97	Borrower
CPI**	1279008	05/22/84	Borrower
DESIGN ONLY	1547419	07/11/89	Borrower
DESIGN ONLY	1273575	04/10/84	Borrower
THORO-BAN	1545407	06/27/89	Borrower

** These marks are no longer in use and will not be maintained.

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