

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plastival, Inc.		07/07/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Key Principal Partners Corp.		
Street Address:	800 Superior Avenue, 10th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2868672	RE-SOURCE BUILDING PRODUCTS	
Registration Number:	2660395	PVC PRO SERIES	
Registration Number:	2864418	CAROLIN	
Registration Number:	2873657	PLASTIVAL	
Registration Number:	2374181	PLASTIVAL	
Registration Number:	2520459	PLASTIVAL	
CORRESPONDENCE DATA			
Fax Number:	(215)655-2183		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.994.2183		
Email:	glenn.gundersen@dechert.com		
Correspondent Name:	Glenn A. Gundersen, Dechert LLP		
Address Line 1:	Cira Centre, 2929 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
NAME OF SUBMITTER:	Glenn A. Gundersen		

CH \$165.00 2868672

Signature:

/Glenn A. Gundersen/

Date:

07/14/2006

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 7th day of July, 2006, PLASTIVAL, INC., an Illinois corporation (“*Debtor*”) with its principal place of business and mailing address at 1685 Holmes road, Elgin, Illinois 60606, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Key Principal Partners Corp., an Ohio corporation as collateral agent for the Purchasers, with its mailing address at 800 Superior Avenue, 10th Floor, Cleveland, Ohio 44114, and its successors and assigns (“*Secured Party*”), and grants to Secured Party a continuing second priority security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration, trademark application or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Security Agreement bearing even date herewith between Plastival US Holdings, Inc., Debtor and Secured Party (the “*Security Agreement*”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Security Agreement. Notwithstanding the foregoing, if at any time the obligations outstanding under the Credit Agreement are fully satisfied pursuant to the terms thereof, the second priority security interest referenced to herein shall have become a first priority security interest.

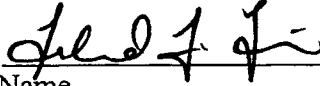
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the

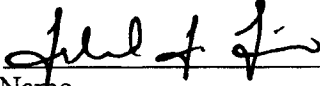
trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

PLASTIVAL, INC.

By 
Name _____
Title _____

KEY PRINCIPAL PARTNERS CORP.

By 
Name _____
Title _____

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.
RE-SOURCE Building Products	2868672
PVC PRO SERIES	2660395
CAROLIN	2864418
PLASTIVAL	2873657
PLASTIVAL	2374181
PLASTIVAL	2520459

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	None.	

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT
TRADEMARK LICENSES**

None.