

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rotonics Manufacturing Inc.		01/26/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	Sixth Street and Marquette Avenue
Internal Address:	MAC N9305-051
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1648524	ADVENTURER
Registration Number:	2008667	AQUANAUT
Registration Number:	1485206	NEVR-RUST
Registration Number:	1558051	NO KETCH HOZ GUIDE
Registration Number:	1452043	NORDIC 8
Registration Number:	1751856	POLYSTEEL
Registration Number:	1275947	ROTO BUOY
Registration Number:	1286064	TERRACAST
Registration Number:	1563232	WESTERN CIRCLE COMPANY

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-766-6911

OP \$240.00 1648524

Email: scarlson@faegre.com
Correspondent Name: Susan Carlson
Address Line 1: 90 South 7th Street
Address Line 2: MAC N9305-051
Address Line 4: Minneapolis, MINNESOTA 55402-3901

NAME OF SUBMITTER:	Susan Carlson
Signature:	/Susan Carlson/
Date:	01/29/2007

Total Attachments: 6

source=Patent & Trademark Security (Mezz)#page1.tif
source=Patent & Trademark Security (Mezz)#page2.tif
source=Patent & Trademark Security (Mezz)#page3.tif
source=Patent & Trademark Security (Mezz)#page4.tif
source=Patent & Trademark Security (Mezz)#page5.tif
source=Patent & Trademark Security (Mezz)#page6.tif

**PATENT AND TRADEMARK SECURITY AGREEMENT
(Mezzanine Facility)**

This Agreement, dated as of January 26, 2007, is made by and between Rotonics Manufacturing Inc., a Delaware corporation (the "Debtor"), and Wells Fargo Bank, National Association, a national banking association, as administrative agent (in such capacity, the "Secured Party") for the Lenders, as defined in the Credit Agreement described below.

Pursuant to a Term Credit Agreement (together with all amendments, modifications and restatements of such agreement, the "Credit Agreement") of even date herewith among the Debtor, the Secured Party and various Lenders, as defined therein, the Lenders have agreed to make advances and grant certain other financial accommodations to the Debtor.

As a condition to making any loan or advance under the Credit Agreement, the Lenders have required the execution and delivery by the Debtor of a Security Agreement (together with all amendments, modifications and restatements of such agreement, the "Senior Security Agreement") of even date herewith, pursuant to which the Debtor has granted the Secured Party a security interest in substantially all of the Debtor's personal property, including the Debtor's Patents and Trademarks.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions.

All terms defined in the Recitals hereto or in the Credit Agreement and the Senior Security Agreement that are not otherwise defined herein shall have the meanings given to them therein.

2. Security Interest.

The Debtor hereby confirms that, pursuant to the Senior Security Agreement, it has granted the Secured Party a security interest in the Patents and Trademarks to secure payment of the Obligations. As set forth in the Senior Security Agreement, the Security Interest includes a security interest in substantially all of the personal property of the Debtor, including the Patents listed on Exhibit A attached hereto and the Trademarks listed on Exhibit B attached hereto (as the same may be amended upon acceptance by the Secured Party of replacement exhibits in accordance with the Debtor's obligations under Sections 3(f)(i) and (ii) of the Senior Security Agreement). The Security Interest contained in this Agreement is granted in conjunction with the Security Interest granted pursuant to the Senior Security Agreement. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application, and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Patents and Trademarks made and granted hereby are more fully set forth in the Senior Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Signature pages follow

Exhibit A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Patent Date</u>	<u>In Effect Until</u>
FILE E-802 CONT. BTF-38 BULKITANK	5,105,947	4/1/92	4/1/09
FILE E-984 CIP MPH HOPPER	5,226,558	1/25/93	1/25/10

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
None.		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
None.			

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
None.			

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>In Effect Until</u>	<u>Renewed Until</u>
Adventurer	1,648,524	6/18/91	6/18/07	
Aquanaut	2,008,667	10/15/96	10/15/06	
Nevr-Rust	1,485,206	4/19/88	4/19/08	
No Ketch Hoz Guide	1,558,051	9/26/89	9/26/09	
Nordic 8 And Design	1,452,043	8/11/87	8/11/07	
Polysteel	1,751,856	2/9/93	2/9/03	2/9/13
Roto Buoy And Design	1,275,947	10/30/89	5/4/04	5/4/14
Terracast	1,286,064	11/7/89	7/17/04	7/17/14
Terracast (Australian)	548,781	1/15/91	1/15/08	
Terra Cast (Canada)	3,376,123	3/4/88	3/4/03	3/4/18
Tool-Tainer (Canada)	267,566	3/26/82	3/26/12	
Western Circle	1,563,232	10/31/89	10/31/09	

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.