

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/20)

02-28-2007

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



103376155

2/28/07

To the Director of the U. S. Patent and Trademark Office, please record the following documents or the new address(es) below.

1. Name of conveying party(ies):

Plastech Engineered Products, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Michigan
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 12, 2007

- Assignment
- Security Agreement
- Other recorded on Reel 003480 Frame 0603
- Merger
- Change of Name

To correct receiving party's address previously recorded on Reel 003480 Frame 0603

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Goldman Sachs Credit Partners L.P., as

Name: Collateral Agent

Internal

Address: _____

Street Address: c/o Goldman Sachs & Co., 300 Hudson St.

City: Jersey City

State: New Jersey

Country: USA Zip: 07302

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3054929 2881919 2377172 2644905

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Magdalini Rizakos c/p Latham & Watkins

Internal Address: _____

Street Address: Sears Tower, 233 South Wacker Drive

Suite 5800

City: Chicago

State: IL

Zip: 60606

Phone Number: 312-993-2698

Fax Number: 312-993-9767

Email Address: magdalini.rizakos@lw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1002
Expiration Date 10/10

b. Deposit Account Number _____
Authorized User Name _____

02/16/2007

Date

9. Signature:

Magdalini Rizakos

Signature

Magdalini Rizakos

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

USPTO

2/13/2007 3:45:51 PM PAGE 4/005 Fax Server

TO: MAGDALINI RIZAKOS COMPANY: SEARS TOWER, 233 SOUTH WACKER DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.102/13/2007
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| | | | |
|--|---|------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Plastech Engineered Products, Inc. | | 02/12/2007 | CORPORATION: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Credit Partners L.P., as Collateral Agent | | |
| Street Address: | c/o Goldman, Sachs & Co., 30 Hudson Street | | |
| Internal Address: | 17th Floor | | |
| City: | Jersey City | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 07302 | | |
| Entity Type: | LIMITED PARTNERSHIP: BERMUDA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3054929 | INFINITE OPPORTUNITIES | |
| Registration Number: | 2881919 | ECO | |
| Registration Number: | 2377172 | THE ART OF TECHNOLOGY | |
| Registration Number: | 2644905 | P | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)993-9767 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 312-993-2698 | | |
| Email: | magdalini.rizakos@tw.com | | |
| Correspondent Name: | Magdalini Rizakos | | |
| Address Line 1: | Sears Tower, 233 South Wacker Drive | | |
| Address Line 2: | Suite 5800 | | |
| Address Line 4: | Chicago, ILLINOIS 60606-6401 | | |
| ATTORNEY DOCKET NUMBER: | 022411-0644 | | |

OP \$115.00 3054929

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USPTO

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TO: MAGDALINI RIZAKOS COMPANY: SEARS TOWER, 233 SOUTH WACKER DRIVE

| | |
|--|-------------------|
| NAME OF SUBMITTER: | Magdalini Rizakos |
| Signature: | /mmr/ |
| Date: | 02/13/2007 |
| Total Attachments: 5 source=Trademark- Plastech#page1.tif source=Trademark- Plastech#page2.tif source=Trademark- Plastech#page3.tif source=Trademark- Plastech#page4.tif source=Trademark- Plastech#page5.tif | |

TRADEMARK SECURITY AGREEMENT

(First Lien Term Loan)

Trademark Security Agreement, dated as of February 12, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between PLASTECH ENGINEERED PRODUCTS, INC., a Michigan corporation (the "Grantor"), and GOLDMAN SACHS CREDIT PARTNERS L.P. ("GSCP"), in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of February 12, 2007 (the "Pledge and Security Agreement") between the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the First Lien Term Loan Credit and Guaranty Agreement dated as of February 12, 2007 (the "Credit Agreement") between the Grantor, certain subsidiaries of Grantor, as guarantors, the lenders party thereto, and GSCP, as lead arranger, syndication agent, administrative agent and collateral agent, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

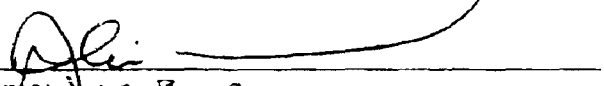
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of February 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Grantor and certain of its subsidiaries, Wells Fargo Foothill, Inc., as Revolving Credit Collateral Agent, GSCP, as First Lien Term Loan Collateral Agent, and The Bank of New York, as Second Lien Term Loan Collateral Agent, and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

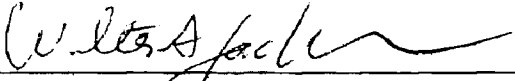
PLASTECH ENGINEERED PRODUCTS, INC.

By: 
Name: Julie Brown
Title: CEO

[Signature Page to First Lien Term Loan Trademark Security Agreement]

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Collateral Agent

By: 
Name: Walter A. Jackson
Title: Authorized Signatory

[Signature Page to First Lien Term Loan Trademark Security Agreement-
Plastech Engineered Products, Inc.]

TRADEMARK
REEL: 003492 FRAME: 0181

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

| Trademark | Registered Owner | Registration Number | Issue Date |
|---|------------------------------------|----------------------------|-------------------|
| Infinite Opportunities | Plastech Engineered Products, Inc. | 3054929 | 1/31/2006 |
| Eco | Plastech Engineered Products, Inc. | 2881919 | 9/7/2004 |
| The Art of Technology | Plastech Engineered Products, Inc. | 2377172 | 8/15/2000 |
| Design Plus Words, Letters and/or Numbers | Plastech Engineered Products, Inc. | 2644905 | 11/05/2002 |