

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
Taylor-Wharton International LLC		12/07/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2757239	KEEPFULL
Registration Number:	1554396	LIGHTWEIGHTS
Registration Number:	0734165	POLARSTREAM
Registration Number:	2197016	TAYLOR-WHARTON
Registration Number:	1239170	TW
Registration Number:	0307759	TW
Registration Number:	2433853	EASYCARB
Registration Number:	2416181	EASY CARB

CORRESPONDENCE DATA

Fax Number:

(312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

312/876-7628

Email:

linda.kastner@lw.com

Correspondent Name:

Linda R. Kastner, c/o Latham & Watkins

TRADEMARK

REEL: 003686 FRAME: 0789

900095211

OP \$215.00 2757239

Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800, Sears Tower
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
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Signature:	/lk/
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Date:	12/29/2007
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

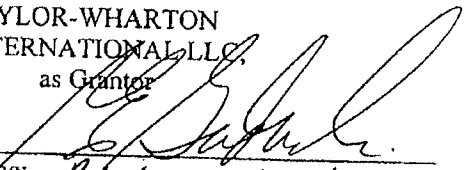
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

TAYLOR-WHARTON
INTERNATIONAL LLC,
as Grantor

By: 
Name: Robert E. Gademski
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

[Signature Page to Taylor-Wharton International LLC Trademark Security Agreement]

IN WITNESS WHEREOF, the 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.

Very truly yours,

TAYLOR-WHARTON
INTERNATIONAL LLC,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Brian Sommerfeld
Name: _____ Brian E. Sommerfeld
Title: Its Duly Authorized Signatory Duly Authorized Signatory

[Signature Page to Taylor-Wharton International LLC Trademark Security Agreement]

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Taylor-Wharton International LLC – Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	KEEPPFULL	UNITED STATES	76/369,394	2,757,239	02/11/2002	08/26/2003
Taylor-Wharton International LLC	easyCARB	AUSTRALIA	773465	773465	09/18/1998	03/05/1999
Taylor-Wharton International LLC	EASycARB	EPO Community Trademark	000953034	9534034	10/06/1998	04/17/2000
Taylor-Wharton International LLC	EASycARB	GERMANY	398 57 381.6/0	398 57 381	10/06/1998	09/07/1999
Taylor-Wharton International LLC	EASycARB	UNITED KINGDOM	2178868	2178868	10/06/1998	10/06/1998
Taylor-Wharton International LLC	LIGHTWEIGHTS & DESIGN	UNITED STATES	73/763,907	1,554,396	11/15/1988	09/05/1989
Taylor-Wharton International LLC	POLARSTREAM	UNITED STATES	124,150	734,165	07/17/1961	07/10/1962
Taylor-Wharton International LLC	TW LOGO	AUSTRALIA	568221	A568221	11/27/1991	02/17/1995
Taylor-Wharton International LLC	TAYLOR-WHARTON	AUSTRALIA	568220	A568220	11/27/1991	07/14/1994
Taylor-Wharton International LLC	TAYLOR-WHARTON	UNITED STATES	75/190,755	2,197,016	10/31/1996	10/20/1998

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	POLARSTREAM	Community	000358085	000358085	04/01/1996	10/23/1998
Taylor-Wharton International LLC	POLARSTREAM	DENMARK	VA 05.429 1992	VR 1992 11011	07/29/1992	11/27/1992
Taylor-Wharton International LLC	POLARSTREAM	CANADA	264856	129506	09/09/1961	01/18/1963
Taylor-Wharton International LLC	POLARSTREAM	UNITED KINGDOM	824149	824149	08/11/1961	08/11/1982
Taylor-Wharton International LLC	TW LOGO	INDONESIA		312448	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TAYLOR-WHARTON	INDONESIA		311843	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TW LOGO	MALAYSIA	91001448	91001448	03/08/1991	10/06/2005
Taylor-Wharton International LLC	TW & DESIGN	GERMANY	39645380.5	396 45 380	10/18/1996	04/23/1997
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	73/354,524	1,239,170	03/15/1982	05/24/1983
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	71/338,761	307,759	06/10/1933	10/31/1933
Taylor-Wharton International LLC	EasyCARB	UNITED STATES	75/463,544	2,433,853	04/07/1998	03/06/2001
Taylor-Wharton International LLC	easyCARB & DESIGN	UNITED STATES	75/463,543	2,416,181	04/07/1998	12/26/2000