

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
Polymer Products Company, Inc.		02/29/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc.		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2582968	ZYNTAR	
CORRESPONDENCE DATA			
Fax Number:	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-564-8051		
Email:	kgibson@stradley.com		
Correspondent Name:	Christopher Rosenbleeth, Esquire		
Address Line 1:	2600 One Commerce Square		
Address Line 2:	Stradley Ronon Stevens & Young, LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7098		
ATTORNEY DOCKET NUMBER:	158430-1020		
NAME OF SUBMITTER:	Christopher Rosenbleeth		
Signature:	/cwr/		
Date:	03/07/2008		

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Total Attachments: 4

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Security Agreement

Trademarks

WHEREAS, Polymer Products Company, Inc., a Pennsylvania corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks and service marks listed in **Schedule A** attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in **Schedule B** attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Grantor is obligated to THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (herein referred to as "Agent"), as administrative agent and collateral agent for itself and other Secured Parties, and has entered into a Guarantee and Collateral Agreement dated as of the date hereof (the "Guarantee and Collateral Agreement") in favor of Agent, for the benefit of itself and the other Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in, and mortgage on, *inter alia*, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Guarantee and Collateral Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Guarantee and Collateral Agreement, and is intended to supplement the Guarantee and Collateral Agreement and evidence and perfect Agent's security interest in the Collateral.

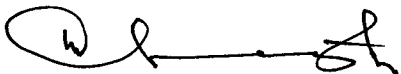
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Agent, for the benefit of the Secured Parties, a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Guarantee and Collateral Agreement.

Agent's address is 11 West 42nd Street, New York, New York 10036.


IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the 29 day of February, 2008.

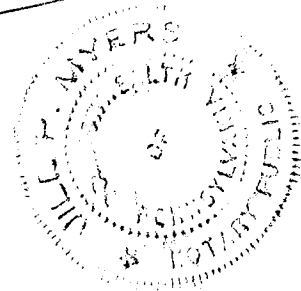
Polymer Products Company, Inc.

By: 
Name: Paritosh M. Chakrabarti
Title: Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

On this 29 day of February 2008, before me personally came Paritosh M. Chakrabarti, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of Polymer Products Company, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation, intending for the same to be effective as of February 29, 2008.


Notary Public PENN
NOTARIAL SEAL
JILL P. MYERS, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2011



SCHEDULE A

U.S. Registered Trademarks

<u>Name</u>	<u>Number</u>
Zyntar	2582968

U.S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
		None.	

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
	None.	

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
	None.	