

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | |
|--|--|-----------------------|----------------|----------------------|--------------------|-----------------------|----------------------|--------------|-----------------------|--|
| NATURE OF CONVEYANCE: | SECOND SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>ATP PLASTICS, INC.</td> <td></td> <td>01/29/2008</td> <td>CORPORATION:</td> </tr> </table> | Name | Formerly | Execution Date | Entity Type | ATP PLASTICS, INC. | | 01/29/2008 | CORPORATION: | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | |
| ATP PLASTICS, INC. | | 01/29/2008 | CORPORATION: | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | |
| Name: | THE BANK OF NEW YORK, AS COLLATERAL AGENT | | | | | | | | | |
| Street Address: | 101 Barclay Street - 8 East | | | | | | | | | |
| City: | New York | | | | | | | | | |
| State/Country: | NEW YORK | | | | | | | | | |
| Postal Code: | 10286 | | | | | | | | | |
| Entity Type: | BANK: | | | | | | | | | |
| PROPERTY NUMBERS Total: 2 | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2664739</td> <td>APPLIED TECH PRODUCTS</td> </tr> <tr> <td>Registration Number:</td> <td>2660929</td> <td>APPLIED TECH PRODUCTS</td> </tr> </table> | Property Type | Number | Word Mark | Registration Number: | 2664739 | APPLIED TECH PRODUCTS | Registration Number: | 2660929 | APPLIED TECH PRODUCTS | |
| Property Type | Number | Word Mark | | | | | | | | |
| Registration Number: | 2664739 | APPLIED TECH PRODUCTS | | | | | | | | |
| Registration Number: | 2660929 | APPLIED TECH PRODUCTS | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | |
| Fax Number: | (714)755-8290 | | | | | | | | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | |
| Phone: | 714-540-1235 | | | | | | | | | |
| Email: | ipdocket@lw.com, kristin.azcona@lw.com | | | | | | | | | |
| Correspondent Name: | Latham & Watkins LLP | | | | | | | | | |
| Address Line 1: | 650 Town Center Drive, 20th Floor | | | | | | | | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 037827-0040 | | | | | | | | | |
| NAME OF SUBMITTER: | Kristin J. Azcona | | | | | | | | | |
| Signature: | /kja/ | | | | | | | | | |

OP \$65.00 2664739

Date:

03/31/2008

Total Attachments: 5

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**FIRST SUPPLEMENTAL
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Supplemental Intellectual Property Security Agreement, dated as of January 29, 2008 (as amended, supplemented or otherwise modified from time to time, the **"Intellectual Property Security Agreement"**), is made by the signatories hereto (the **"Grantor"**) in favor of **THE BANK OF NEW YORK ("BNY")**, as collateral agent for the Secured Parties (in such capacity, as **"Collateral Agent"**) (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, **ATP ENGINEERED PLASTICS, INC., ATP PLASTICS, INC., and APPLIED TECH PRODUCTS CORP.** (collectively, the **"Borrowers"**), certain Subsidiaries and Affiliates of the respective Borrowers as further identified therein, as Guarantors, the Lenders party thereto from time to time (the **"Lenders"**), **GOLDENTREE ASSET MANAGEMENT, LP**, as lead arranger, BNY, as administrative agent, and the Collateral Agent have entered into a Second Lien Credit and Guaranty Agreement, dated as of October 24, 2005 (as amended, supplemented, replaced or otherwise modified from time to time, the **"Credit Agreement"**). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of October 24, 2005, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the **"Pledge and Security Agreement"**).

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property, including but not limited to after-acquired Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement dated October 24, 2005, was recorded against certain United States Intellectual Property at reel/frame no. 016883/0148 on December 12, 2005.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1 excluding any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a), or examined and accepted, respectively, by the United States Patent and Trademark Office, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "**Trademarks**");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "**Patents**");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("**Copyrights**");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "**Trade Secrets**");

(e) except to the extent that such security interest shall give rise to abandonment, default, or the right of termination of any right, title or interest of such Grantor therein (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

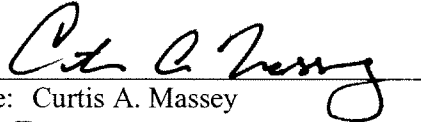
SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ATP PLASTICS, INC.

By: 
Name: Curtis A. Massey
Title: Treasurer

TRADEMARKS

| TRADEMARK | DATABASE | STATUS | Application No. Application Date | Registration No. Registration Date |
|-----------------------|--------------|--|-------------------------------------|---------------------------------------|
| APPLIED TECH PRODUCTS | U.S. Federal | REGISTERED Supplemental Register | 76058815 30-MAY-2000 | 2664739 17-DEC-2002 |
| APPLIED TECH PRODUCTS | U.S. Federal | REGISTERED Supplemental Register | 76058816 30-MAY-2000 | 2660929 10-DEC-2002 |

PATENTS

None

COPYRIGHTS

None

INTELLECTUAL PROPERTY LICENSES

None