

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HILEX POLY CO. LLC		05/08/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Revolving Collateral Agent and as Term Loan Collateral Agent		
Street Address:	350 S. Beverly Drive, Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	1545363	AUTO-MATE	
Registration Number:	1524462	ENVIRO-MATE	
Registration Number:	1677625	ENVIROMULCH	
Registration Number:	1653101	JAWS	
Registration Number:	1524470	MINIMATE	
Registration Number:	1699137	ONE TOUCH	
Registration Number:	1423948	QUIKMATE	
Registration Number:	1766706	QUIKMATE EZ	
Registration Number:	1855172	QUIKMATE MINI	
Registration Number:	2911503	QUIKSERV	
Registration Number:	2316520	QUIKSTAR	
Registration Number:	2132866	QUIKTAB	
Registration Number:	1429267	ROLLMATE	

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TRADEMARK
REEL: 003775 FRAME: 0291

Registration Number:	1524547	ROLLMATE II
Registration Number:	2134942	SRM
Registration Number:	2987866	HPC HILEX
Serial Number:	76622915	BAG-TO-BAG
Serial Number:	76622912	BAG-2-BAG
Serial Number:	78953772	ENVIRO COUNT
Serial Number:	78953781	ENVIRO COUNT RACK & BAG SYSTEM
Serial Number:	77356786	GRAY = GREEN
Serial Number:	77356772	GRAY IS THE NEW GREEN
Serial Number:	77297103	H.E.D BAG
Serial Number:	77297130	H.E.D BAG HILEX ENVIRONMENTALLY DEGRADABLE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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:	035060-0011
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	05/09/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of May 8, 2008, by HILEX POLY CO. LLC, a Delaware limited liability company (the "Grantor"), as debtor and debtor-in-possession, the address of which is 101 East Carolina Avenue, Hartsville, South Carolina 29550, in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("GE Capital"), the address of which is 350 S. Beverly Drive, Suite 200, Beverly Hills, CA 90212, individually and in its capacity as Revolving Collateral Agent for the Revolving Lenders (in such capacity, the "Revolving Collateral Agent"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, the address of which is 350 S. Beverly Drive, Suite 200, Beverly Hills, CA 90212, individually and in its capacity as Term Loan Collateral Agent for the Term Lenders (in such capacity, the "Term Loan Collateral Agent").

W I T N E S S E T H:

WHEREAS, on May 6, 2008, Grantor and Hilex Poly Holding Co. LLC, a Delaware limited liability company ("Holdings"), commenced Chapter 11 Case Nos. 08-10890 and 08-10891, as administratively consolidated at Chapter 11 Case No. 08-10890, by filing separate voluntary petitions for reorganization under Chapter 11, 11 U.S.C. 101 et seq. (the "Bankruptcy Code"), with the United States Bankruptcy Court for the District of Delaware. Grantor and Holdings continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the parties hereto have entered into that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, dated as of May 8, 2008, among Grantor, Holdings, GE Capital, for itself, as lender, revolving agent and revolving collateral agent for the revolving lenders, GE Capital, as term loan collateral agent for the term lenders and as administrative agent for the lenders, GE Capital, as an L/C issuer, GE Capital, as documentation agent, GE Capital Markets, Inc., as co-lead arranger and co-bookrunner, Morgan Stanley Senior Funding, Inc., as co-lead arranger and co-bookrunner, and the other lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor, the other Credit Parties named therein, the Revolving Collateral Agent and the Term Loan Collateral Agent have entered into that certain Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to each of the Revolving Collateral Agent, for itself and the benefit of the Revolver Secured Parties, and the Term Loan Collateral Agent, for itself and the benefit of the Term Loan Secured Parties, this Agreement; and

WHEREAS, the grant of such security interests has been authorized pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code by the Interim Order and, after the entry thereof, will have been so authorized by the Final Order.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in the Credit Agreement.

(b) “Trademark Collateral” means all of the Grantor’s right, title and interest in, to and under, whether presently existing or hereafter created or acquired, the following:

(i) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(ii) all applications, divisional applications, registrations, reissues, renewals, continuations, extensions, and foreign applications and registrations relating to each Trademark;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against any third party for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (B) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, that the Trademark Collateral shall not include any rights or interests of the Grantor under any Trademark License in effect on the Closing Date, if, and solely to the extent that, the granting of a security interest in favor of any of the Revolver Secured Parties or the Term Loan Secured Parties with respect to such Trademark License would cause a default under the express terms of such Trademark License (other than to the extent that any such term would be rendered ineffective pursuant to the UCC (including, without limitation, with respect to any Account, payment intangible, Chattel Paper or promissory note) or any other applicable law, including, without limitation, the Bankruptcy Code or principles of equity); provided further, however, that immediately upon the ineffectiveness, lapse, amendment, or termination of any such term, such Trademark License shall (without any further action or delivery by any Person) constitute Trademark Collateral (and the Grantor shall be deemed to have granted a security interest therein) hereunder as if such provision had never been in effect. The Grantor hereby agrees and acknowledges that the foregoing exclusion shall not in any way be construed to limit, impair or otherwise affect either of (i) the Revolving Collateral Agent’s, for itself and the benefit of the Revolver Secured Parties, unconditional continuing security interests in and liens upon any rights or interests of the Grantor in or to monies due or to become due under any Trademark

License or any other Proceeds from the sale, license, lease or other disposition of such Trademark License, or (ii) the Term Loan Collateral Agent's, for itself and the benefit of the Term Loan Secured Parties, unconditional continuing security interests in and liens upon any rights or interests of the Grantor in or to monies due or to become due under any Trademark License or any other Proceeds from the sale, license, lease or other disposition of such Trademark License, and the Grantor agrees that it shall use commercially reasonable efforts prior to entering into any such Trademark License to cause the grant of the security interest in favor of the Revolving Collateral Agent, for itself and the benefit of the Revolver Secured Parties, and the Term Loan Collateral Agent, for itself and the benefit of the Term Loan Secured Parties, in such Trademark License, as contemplated hereunder, to be permitted thereunder. Notwithstanding the foregoing, the Trademark Collateral shall not include all United States intent-to use applications relating to any Trademark to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under federal law.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) To secure the prompt and complete payment, performance and observance of all of the Revolving Obligations, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Revolving Collateral Agent, for itself and the benefit of the Revolver Secured Parties, a first priority security interest in the Trademark Collateral.

(b) To secure the prompt and complete payment, performance and observance of all of the Term Loan Obligations, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Term Loan Collateral Agent, for itself and the benefit of the Term Loan Secured Parties, a second priority security interest in the Trademark Collateral.

(c) The foregoing grants of security interests in this Section 2 shall be subject to and interpreted in accordance with the Applicable Order.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests continued and granted to each of the Revolving Collateral Agent, for itself and the benefit of the Revolver Secured Parties, and the Term Loan Collateral Agent, for itself and benefit of the Term Loan Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Revolving Collateral Agent and the Term Loan Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA (INCLUDING THE BANKRUPTCY

CODE). GRANTOR HEREBY CONSENTS AND AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR, THE REVOLVING COLLATERAL AGENT, THE TERM LOAN COLLATERAL AGENT AND THE SECURED PARTIES PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT EACH OF THE REVOLVING COLLATERAL AGENT, THE TERM LOAN COLLATERAL AGENT, THE SECURED PARTIES AND GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THE BANKRUPTCY COURT MAY HAVE TO BE HEARD BY A COURT OTHER THAN THE BANKRUPTCY COURT; PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE REVOLVING COLLATERAL AGENT OR THE TERM LOAN COLLATERAL AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE REVOLVING COLLATERAL AGENT OR THE TERM LOAN COLLATERAL AGENT. GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION THAT GRANTOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. GRANTOR HEREBY WAIVES TO THE MAXIMUM EXTENT PERMITTED BY LAW PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN ANNEX I TO THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF GRANTOR'S ACTUAL RECEIPT THEREOF OR THREE (3) BUSINESS DAYS AFTER DEPOSIT IN THE UNITED STATES MAELS, PROPER POSTAGE PREPAID AND CERTIFIED MAIL RETURN RECEIPT REQUESTED.

5. APPLICABLE ORDER. Notwithstanding any provision contained in this Agreement, in the event of any conflict between this Agreement and the Applicable Order, the terms and provisions of the Applicable Order shall control and govern.

[Signature page follows]

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

HILEX POLY CO. LLC, a Delaware limited liability company

By: DA M R
Name: RICK MARTIN
Title: SECRETARY

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 003775 FRAME: 0297

ACKNOWLEDGEMENT OF GRANTOR

STATE OF SC

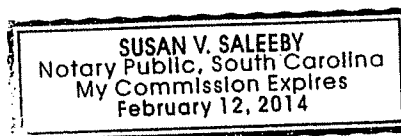
COUNTY OF Darlington

ss.

On this 8th day of May, 2008, before me personally appeared RICK MARTIN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Hilex Poly Co. LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Susan V. Saleeby
Notary Public

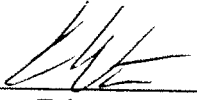
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Signature page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, a Delaware corporation,
as Revolving Collateral Agent

By: 
Name: Eric Watson
Title: Duly Authorized Signatory

GENERAL ELECTRIC CAPITAL
CORPORATION, a Delaware corporation,
as Term Loan Collateral Agent

By: 
Name: Eric Watson
Title: Duly Authorized Signatory

Signature page to Trademark Security Agreement

SCHEDULE I
to the
TRADEMARK SECURITY AGREEMENT

See attached.

TRADEMARKS - DOMESTIC

Country	Trademark	Application No.	Application Date	Registration Number	Registration Date	Status	Renewal Date
USA	AUTO-MATE			1,545,363		Active	6/27/2009
USA	ENVIRO-MATE			1,524,462		Active	2/14/2009
USA	ENVIROMULCH			1,677,625		Active	3/3/2012
USA	JAWS			1,653,101		Active	8/6/2011
USA	MINIMATE			1,524,470		Active	2/14/2009
USA	ONE TOUCH			1,699,137		Active	11/4/2011
USA	QUIKMATE			1,423,948		Active	2/22/2017
USA	QUIKMATE EZ			1,766,706		Active	4/20/2013
USA	QUIKMATE MINI			1,855,172		Active	11/5/2014
USA	QUIKSERV			2,911,503		Active	12/14/2024
USA	QUIKSTAR			2,316,520		Active	2/8/2020
USA	QUIKTAB			2,132,866		Active	1/27/2018
USA	ROLLMATE			1,429,267		Active	2/17/2007
USA	ROLLMATE II			1,524,547		Active	2/14/2009
USA	SRM			2,134,942		Active	2/3/2008
USA	HPC HILEX (stylized)			2,987,866		Active	
USA	BAG-TO-BAG			76/622,915		PENDING	
USA	BAG-2-BAG			76/622,912		PENDING	
USA	ENVIROCOUNT			78/953,772		PENDING	
USA	ENVIRO COUNT RACK & BAG SYSTEM			78/953,781		PENDING	
USA	GRAY = GREEN			77/356,786		PENDING	
USA	GRAY IS THE NEW GREEN			77/356,772		PENDING	
USA	H.E.D Bag			77/297103		PENDING	
USA	H.E.D BAG HILEX ENVIRONMENTALLY DEGRADEABLE			77/297,130		PENDING	

TRADEMARK

RECORDED: 05/09/2008

REEL: 003775 FRAME: 0301