

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Nature of conveyance previously recorded on Reel 002451 Frame 0618. Assignor(s) hereby confirms the Nature of Conveyance should be changed from "Assignment" to "Security Agreement".

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rutland Plastic Technologies, Inc.		10/25/1996	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Heller Financial, Inc.
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1525047	MAM
Registration Number:	1553383	RUTLAND

**CORRESPONDENCE DATA**

Fax Number: (646)607-4472  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-415-9200  
 Email: ny.trademark@dorsey.com  
 Correspondent Name: Lile H. Deinard  
 Address Line 1: 250 Park Ave.  
 Address Line 2: 15th Floor  
 Address Line 4: New York, NEW YORK 10177

<b>ATTORNEY DOCKET NUMBER:</b>	476506-13
<b>NAME OF SUBMITTER:</b>	Lile H. Deinard

**OP \$65.00 1525047**

Signature:	/LHD/
Date:	06/19/2008
<b>Total Attachments: 5</b> source=Heller security agreement#page1.tif source=Heller security agreement#page2.tif source=Heller security agreement#page3.tif source=Heller security agreement#page4.tif source=Heller security agreement#page5.tif	

RE

03-01-2002

R SHEET



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To the Honorable Commissioner of I

101998803

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
Rufand Plastic Technologies, Inc.

3.1.02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State DE

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Heller Financial, Inc.

Internal Address: \_\_\_\_\_

Street Address : 500 West Monroe Street

City: Chicago State: IL Zip: 60661

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation State \_\_\_\_\_

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: 10/25/96

4. Application number(s) or trademark

A. Trademark Application No.(s)  
- NONE -

B. Trademark Registration  
1,525,047 1,553,383

Additional numbers attached? NO

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

Name: Rebecca L. Foley

Internal Address: 16<sup>th</sup> Floor

03/04/2002 6TON11 00000004 1525047

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

Street Address: Katten Muchin Zavis

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.*

Rebecca L. Foley

Name of Person

Rebecca L. Foley  
Signature

02/27/02

Date

Total number of pages including cover sheet, attachments, and 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

**ASSIGNMENT FOR SECURITY  
(Trademarks)**

**STATE OF GEORGIA    )**  
                                   **) ss.:**  
**COUNTY OF FULTON    )**

**WHEREAS, RUTLAND PLASTIC TECHNOLOGIES, INC.,** a Delaware corporation (the "Assignor"), has adopted, used and is using marks which are either registered or applied for in the United States Patent and Trademark Office as set forth on Exhibit A (the "Trademarks"), and

**WHEREAS,** the Assignor is the sole owner of certain right, title and interest in and to the Trademarks which are registered and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

**WHEREAS,** Assignor has entered into that certain Credit Agreement, dated of even date (as amended, supplemented or restated from time to time, the "Credit Agreement"), between Assignor and **HELLER FINANCIAL, INC.,** a Delaware corporation ("Lender"), and Lender has, on the date hereof, made certain loans to or for the benefit of Assignor and may make additional loans to or for the benefit of Assignor, and

**WHEREAS,** Assignor has also entered into that certain Security Agreement, dated of even date (as amended, supplemented or restated from time to time, the "Security Agreement"), between Assignor and Lender, and

**WHEREAS,** pursuant to the Credit Agreement and the Security Agreement, and as a condition precedent to the extension of the financial accommodations to or for the benefit of the Assignor under the Credit Agreement, the Assignor has agreed to assign to Lender and to grant to Lender a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively the "Trademark Collateral"),

(a) the Trademarks, together with all rights, benefits and privileges derived therefrom, and the goodwill of the business symbolized by the Trademarks and the registrations thereof, and

(b) all proceeds thereof, including, but not limited to, any claims and demands arising out of any infringement of the Trademarks, including the right to settle disputes concerning such claims and demands.

**NOW, THEREFORE,** in order to induce Lender to consummate the financial accommodations to the Assignor provided for in the Credit Agreement, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor

does hereby assign to Lender and grant to Lender a continuing security interest in and a continuing lien on, the entire right, title and interest of Assignor in and to the Trademark Collateral. The Trademark Collateral shall serve as collateral security to Lender for the payment and performance of the Obligations (as such term is defined in the Credit Agreement) and shall constitute a part of the Collateral (as such term is defined in the Security Agreement), and shall be subject to all of the terms and conditions of the Credit Agreement and the Security Agreement, which are incorporated herein by reference.

Unless and until said lien and security interest is foreclosed upon, Assignor (i) shall be deemed to remain in exclusive and undisturbed possession of the Trademarks, (ii) shall exclusively retain all rights to license others under the Trademarks, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest granted herein, and (iii) may bring suit for the infringement of the Trademarks and to retain the proceeds of the foregoing. Lender need not be joined as a plaintiff in any such infringement suit; provided, that should it be necessary, in Lender's sole judgment, that Lender be joined as an indispensable party or true party in interest in any such infringement suit, Lender shall, at its option, either

(1) appoint Assignor its attorney in fact for the purpose of prosecuting such infringement suit on the express condition that Assignor indemnify and hold Lender harmless for any liability incurred by Lender as a result of such appointment, or

(2) participate actively in the prosecution of such suit.

Assignor further agrees (i) that while a secured party hereunder, Lender shall have no obligation or responsibility to protect or defend the Trademark Collateral and Assignor shall at its own expense protect, defend and maintain the same to the extent reasonably advisable for its business, (ii) to use its reasonable best efforts to detect any infringers of the Trademark Collateral, to forthwith advise Lender in writing of infringements detected, and protect, defend and maintain the Trademark Collateral against any infringements, (iii) that if Assignor fails to comply with the foregoing clauses (i) and (ii), Lender may do so in Assignor's name or in Lender's name but at Assignor's expense, and Assignor hereby agrees to reimburse Lender for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademark Collateral owned by Assignor, and (iv) to use the Trademarks only in its businesses as they are presently conducted or permitted under the Credit Agreement.

The security interest in the Trademark Collateral granted hereunder shall remain in full force and effect until the later of the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At any time thereafter Lender shall, if requested by Assignor, execute and deliver to Assignor, or to a third party upon Assignor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably

requested by Assignor, all as may be necessary to release Lender's interest in the Trademark Collateral, and all at the cost and expense of Assignor.

In the event of conflict between the terms hereof and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of October 25, 1996.

RUTLAND PLASTIC TECHNOLOGIES, INC.

By: James F. Beahan  
James F. Beahan, President

Attest: Paul M. Williams  
Paul M. Williams, Vice President - Finance

[CORPORATE SEAL]

STATE OF GEORGIA     )  
                                  ) ss.:  
COUNTY OF FULTON    )

On this 25<sup>th</sup> day of October, 1996, before me personally came James F. Beahan and Paul M. Williams, to me known, who, being by me duly sworn, did depose and say that they are, respectively, the President and Vice President - Finance of Rutland Plastic Technologies, Inc., the corporation described herein and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that they signed thereto by like order.

Sworn to and subscribed before me  
this 25<sup>th</sup> day of October, 1996.

Elizabeth R. McClurin  
Notary Public

[NOTARIAL SEAL]

My Commission Expires:



**EXHIBIT A**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
"MAM"	1,525,047	February 21, 1989
"RUTLAND"	1,553,383	August 29, 1989