TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HILEX POLY CO. LLC		07/09/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent
Street Address:	350 S. Beverly Drive, Suite 200
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90212
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

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
Registration Number:	1524547	ROLLMATE II

OP $490.00 1545363

Registration Number:	2134942	SRM
Registration Number:	2987866	HPC HILEX
Registration Number:	3088176	BAG-2-BAG
Registration Number:	3420686	ENVIRO COUNT
Registration Number:	3420687	ENVIRO COUNT RACK & BAG SYSTEM

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:	07/10/2008

Total Attachments: 9

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REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT

This REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of July 9, 2008, by HILEX POLY CO. LLC, a Delaware limited liability company (the "Grantor"), 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 Collateral Agent for the Secured Parties (in such capacity, the "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 ("Old Holdco"), commenced Chapter 11 Case Nos. 08-10890 and 08-10891, as administratively consolidated as 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 (the "Bankruptcy Court");

WHEREAS, as part of the implementation of the Chapter 11 plan of reorganization with respect to the Grantor and Old Holdco, that was confirmed by the Bankruptcy Court on June 26, 2008, the parties hereto have entered into that certain Revolving Credit Agreement, dated as of July 9, 2008, among Grantor, HLX PLY Investors Holding Corp., a Delaware corporation, GE Capital, for itself, as lender, and as collateral agent and 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, and the Collateral Agent have entered into that certain Revolving Credit 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"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Collateral Agent, for itself and the benefit of the other Secured Parties, this Agreement.

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:

TRADEMARK
REEL: 003814 FRAME: 0037

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 other 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 the Collateral Agent's, for itself and the benefit of the other 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 Collateral Agent, for itself and the benefit of the other 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 Obligations, the Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, for itself and the benefit of the other Secured Parties, a first priority security interest in the Trademark Collateral.

(b) Notwithstanding anything herein to the contrary, the security interest granted to Collateral Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for itself and the benefit of the other Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the 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 LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS THAT WOULD OTHERWISE REQUIRE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK SHALL HAVE THE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR, COLLATERAL AGENT, AND THE OTHER SECURED PARTIES PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT EACH OF COLLATERAL AGENT, THE OTHER SECURED PARTIES AND GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY; PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE 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 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 MAILS, PROPER POSTAGE PREPAID AND CERTIFIED MAIL RETURN RECEIPT REQUESTED.

[*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: _____
Name: RICK MARTIN
Title: SECRETARY

[SIGNATURE PAGE TO REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGEMENT OF GRANTOR

STATE OF South Carolina)
) ss.
COUNTY OF Darlington)

On this 7th day of July, 2008, before me personally appeared Rick Morris, 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.

D. Lotter
Notary Public

My Commission Expires
March 19, 2017

{seal}

[SIGNATURE PAGE TO REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____
Name: Eric Watson
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO REVOLVING CREDIT 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	Maintained by
USA	AUTO-MATE			1,545,363		Active	6/27/2009	Dennison, Schultz & McDonald
USA	ENVIRO-MATE			1,524,462		Active	2/14/2009	Dennison, Schultz & McDonald
USA	ENVIROMULCH			1,677,625		Active	3/3/2012	Dennison, Schultz & McDonald
USA	JAWS			1,653,101		Active	8/6/2011	Dennison, Schultz & McDonald
USA	MINIMATE			1,524,470		Active	2/14/2009	Dennison, Schultz & McDonald
USA	ONE TOUCH			1,699,137		Active	11/4/2011	?
USA	QUIKMATE			1,423,948		Active	2/22/2017	Dennison, Schultz & McDonald
USA	QUIKMATE EZ			1,766,706		Active	4/20/2013	Dennison, Schultz & McDonald
USA	QUIKMATE MINI			1,855,172		Active	11/5/2014	Dennison, Schultz & McDonald
USA	QUIKSERV			2,911,503		Active	12/14/2024	Dennison, Schultz & McDonald
USA	QUIKSTAR			2,316,520		Active	2/8/2020	Dennison, Schultz & McDonald
USA	QUIKTAB			2,132,866		Active	1/27/2018	Dennison, Schultz & McDonald
USA	ROLLMATE			1,429,267		Active	2/17/2007	Dennison, Schultz & McDonald
USA	ROLLMATE II			1,524,547		Active	2/14/2009	Dennison, Schultz & McDonald
USA	SRM			2,134,942		Active	2/3/2008, GRACE PERIOD 8/3/2008	Dennison, Schultz & McDonald
USA	HPC HILEX (stylized) **(Company is in the process of obtaining an assignment from HPC Industries)**			2,987,866		Active		Dennison, Schultz & McDonald
USA	BAG-2-BAG	76/622,912	12/2/2004	3088176	5/2/2006	Active	5/2/2016	Sidley Austin LLP
USA	ENVIROCOUNT	78/953,772	8/16/2006	3420686	4/29/2008	Active	4/29/2018	Sidley Austin LLP
USA	ENVIRO COUNT RACK & BAG SYSTEM	78/953,781	8/16/2006	3420687	4/29/2008	Active	4/29/2018	Sidley Austin LLP
USA	H.E.D Bag	77/297103				Approved		Sidley Austin LLP
USA	GRAY = GREEN	77/356,786	12/20/2006			PENDING		Sidley Austin LLP
USA	GRAY IS THE NEW GREEN	77/356,772	12/20/2006			PENDING		Sidley Austin LLP

ACTIVE
PENDING
DROPPED/EXPIRED
SOLD

RECORDED: 07/10/2008

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