

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walrus Acquisition Subsidiary Canada ULC		08/01/2008	Unlimited Liability Company: NOVA SCOTIA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as US Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1248369	SAFE-GARD	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	5800 Sears Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda R. Kastner		
Signature:	/lk/		
Date:	08/22/2008		

OP \$40.00 1248369

Total Attachments: 5

source=Walrus.TrademarkSecurityAgreement.822.final#page1.tif

source=Walrus.TrademarkSecurityAgreement.822.final#page2.tif

source=Walrus.TrademarkSecurityAgreement.822.final#page3.tif

source=Walrus.TrademarkSecurityAgreement.822.final#page4.tif

source=Walrus.TrademarkSecurityAgreement.822.final#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2008, is made by each entity on the signature pages hereof (each a "Grantor" and, collectively the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as US Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the to the Credit Agreement of even date herewith (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Selig Sealing Products, Inc. ("US Borrower"), Walrus Acquisition Subsidiary UK Limited (together with US Borrower, the "Borrowers"), the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and GE Capital, as a US Lender, as a US L/C Issuer, as Swingline Lender, as US Agent, as a UK Lender, as a UK L/C Issuer and as UK Agent, the Lenders, the Swingline Lender and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than US Borrower) has agreed, pursuant to one or more guaranty and/or security agreements of even date herewith in favor of the Agent (as such agreements may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreements"), to guarantee and secure the Obligations (as defined in the Credit Agreement); and

WHEREAS, each Grantor is party to one or more of the Guaranty and Security Agreements, pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swingline Lender, the L/C Issuers, US Agent and UK Agent to enter into the Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the applicable Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreements. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreements and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreements to which such Grantor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

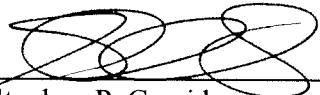
Section 7. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon the termination of the Guaranty and Security Agreements to which such Grantor is a party or release of such Grantor's obligations thereunder. The Agent shall, in connection with any termination or release herein or under the Guaranty and Security Agreements to which a Grantor is a party, execute and deliver to such Grantor as such Grantor may request, at such Grantor's cost and expense, an instrument in writing releasing the

security interest in the Trademark Collateral acquired under this Trademark Security Agreement and the Agent shall, at such Grantor's cost and expense, reasonably cooperate with any efforts made by such Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral of such Grantor.

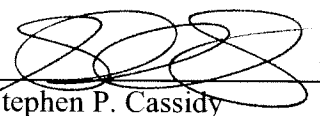
* * *

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

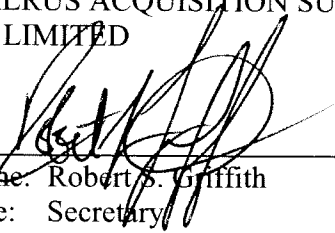
SELIG SEALING PRODUCTS, INC.

By: 
Name: Stephen P. Cassidy
Title: President

WALRUS ACQUISITION SUBSIDIARY
CANADA ULC

By: 
Name: Stephen P. Cassidy
Title: President

WALRUS ACQUISITION SUBSIDIARY
UK LIMITED

By: 
Name: Robert S. Griffith
Title: Secretary

TRADEMARK SECURITY AGREEMENT - SCHEDULE

Country	Case Status	Title	Application Date	Application Number	Registration Date	Registration Number	Local Classes	Owner
United States of America	Registered	LIFT N' PEEL	16-Apr-2001	76/241140	09-Apr-2002	2558595	20	Selig Sealing Products, Inc.
United States of America	Registered	QUADRASEAL	04-Jun-1993	74/397614	07-May-1996	1973205	16	Selig Sealing Products, Inc.
United States of America	Registered	UNIPAC	10-Dec-2004	78/530355	08-Aug-2006	3125842	20	Selig Sealing Products, Inc.
United States of America	Registered	UNI-GARD	19-Jan-2005	78/549819	18-Jul-2006	3116354	20	Selig Sealing Products, Inc.
United States of America	Application filed	AROMAPEEL	07-Mar-2005	78/581650			20	Selig Sealing Products, Inc.
United States of America	Application filed	SYNTHASEAL	03-Jul-2007	77/221552			17	Selig Sealing Products, Inc.
United States of America	Registered	ESTERFOIL	8-Aug-2002	76438723	14-Feb-2006	3058383	20	Selig Sealing Products, Inc.
United States of America	Registered	POLYSAN	17-Jul-2002	76430795	29-Apr-2003	2711276	20	Selig Sealing Products, Inc.
United States of America	Registered	SELIG	3-Jan-1997	75221172	17-Mar-1998	2144354	16,17	Selig Sealing Products, Inc.
Canada	Application filed	LIFT N' PEEL	13-Nov-2007	1371744			0	Selig Sealing Products, Inc.
Canada	Registered	LIFT N' PEEL	09-Jul-2002	1146230	10-Mar-2004	604792	0	Selig Sealing Products, Inc.
Canada	Registered	DELTA SEAL	12-Sep-1997	855966	16-Oct-2003	592402	0	Selig Sealing Products, Inc.
Canada	Registered	UNI-GARD	09-Jul-2002	1146231	13-Jan-2004	599256	0	Selig Sealing Products, Inc.
United Kingdom	Registered	ALPHASEAL	12-Jul-1994	1578025	11-Aug-1995	1578025	17	Selig Sealing Products, Inc.
United Kingdom	Registered	DELTA SEAL	15-May-1996	2100210	17-Jan-1997	2100210	17	Selig Sealing Products, Inc.
United Kingdom	Registered	QUADRASEAL	21-Dec-1992	1522036	29-Dec-1993	1522036	17	Selig Sealing Products, Inc.
United States of America	Registered	SAFE-GARD	30-Mar-1981	73/303365	16-Aug-1983	1248369	20	Walrus Acquisition Subsidiary Canada ULC
Canada	Registered	CAP-SEAL & Design	30-Jun-1954	225795	30-Jun-1954	UCA50757		Walrus Acquisition Subsidiary Canada ULC
Canada	Registered	SAFE-GARD	09-Dec-1996	828811	10-Oct-1997	TMA483936	0	Walrus Acquisition Subsidiary Canada ULC
Canada	Registered	UNIPAC	16-Feb-1987	578124	08-Apr-1988	339069	0	Walrus Acquisition Subsidiary Canada ULC
United Kingdom	Registered	BIOSEAL	12-Jun-2000	2235654	01-Dec-2000	2235654	17	Walrus Acquisition Subsidiary UK Limited
United Kingdom	Registered	POLYSEAL	02-Jul-1992	1505561	22-Apr-1994	1505561	17	Walrus Acquisition Subsidiary UK Limited

TRADEMARK