

**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
Xaloy Incorporated		09/08/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	335877	XALOY
Registration Number:	863812	XALOY
Registration Number:	2041802	X-102
Registration Number:	2041803	X-306
Registration Number:	2041798	X-309
Registration Number:	2041801	X-800
Registration Number:	1441782	X-830
Registration Number:	1424589	XALOY 309
Registration Number:	1622081	XALOY 102
Registration Number:	2105003	XALOY 800
Registration Number:	2995819	EASYMELT
Registration Number:	2041800	BM-58
Registration Number:	2041799	BM-32
Registration Number:	1315415	BIMEX

CH \$415.00 335877

Registration Number:	3260854	BM-63
Registration Number:	3288210	EQUATHERM

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312)577-8416  
Email: carole.dobbins@kattenlaw.com  
Correspondent Name: Carole Dobbins c/o Katten Muchin  
Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00307
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	09/10/2008

**Total Attachments: 8**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 8, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Xaloy Incorporated, a Delaware corporation (the "Borrower"), the other Persons party thereto that are designated as a "Credit Party", Agent and the Lenders and L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower 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 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 Secured Obligations of such Grantor, 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 (other than Excluded Property) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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 Agreement. 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 Agreement 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 Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this document and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

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.

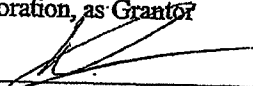
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 7. Procedure. To the extent the terms of this Trademark Security Agreement conflict with the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement should control.

[SIGNATURE PAGES FOLLOW]

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

XALOY INCORPORATED, a Delaware corporation, as Grantor

By:  \_\_\_\_\_

Name: Walter G. Cox, Jr.  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Security Agreement

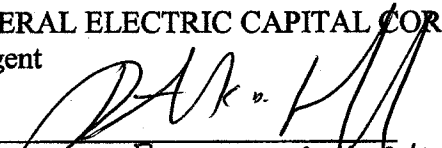
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

XALOY INCORPORATED, a Delaware corporation, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: PATRICK D. KOEHN  
Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

U.S. Trademarks:

<b>Name of Owner</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Xaloy Incorporated	XALOY (stylized)	335,877	6/16/36
Xaloy Incorporated	XALOY (stylized)	863,812	1/21/69 [To be Abandoned]
Xaloy Incorporated	X-102	2,041,802	3/4/97
Xaloy Incorporated	X-306	2,041,803	3/4/97
Xaloy Incorporated	X-309	2,041,798	3/4/97
Xaloy Incorporated	X-800	2,041,801	3/4/97
Xaloy Incorporated	X-830	1,441,782	6/9/87
Xaloy Incorporated	XALOY-309 (stylized)	1,424,589	1/13/87
Xaloy Incorporated	XALOY-102	1,622,081	11/13/90
Xaloy Incorporated	XALOY-800 (stylized)	2,105,003	10/14/97
Xaloy Incorporated	EASYMELT	2,995,819	9/13/05
Xaloy Incorporated	BM-58	2,041,800	3/4/97
Xaloy Incorporated	BM-32	2,041,799	3/4/97
Xaloy Incorporated	X-PSI	1,405,494	8/19/86 [Abandoned]
Xaloy Incorporated	BIMEX	1,315,415	1/22/85
Xaloy Incorporated	BM-63	3,260,854	7/10/07
Xaloy Incorporated	EQUATHERM	3,288,210	9/4/07

Foreign Trademarks:

Name of Owner	Trademark	Registration No.	Registration Date	Jurisdiction
Xaloy Incorporated	XALOY (and Design)	225,278	29-Aug-66	Australia
Xaloy Incorporated	XALOY (and Design)	69,111	21-Oct-71	Benelux
Xaloy Incorporated	XALOY	7,089,414		Brazil
Xaloy Incorporated	XALOY (stylized)	50,391	20-Jun-67	Finland
Xaloy Incorporated	XALOY (stylized)	1,686,864	12-Aug-91	France
Xaloy Incorporated	XALOY (stylized)	711,813	10-Mar-58	Germany
Xaloy Incorporated	XALOY (stylized)	4,068,106	9-Oct-97	Japan
Xaloy Incorporated	XALOY (stylized)	400,129,895	5-Sep-86	Republic of Korea
Xaloy Incorporated	XALOY (stylized)	207,230	18-Aug-77	Mexico
Xaloy Incorporated	XALOY (stylized)	286,546	8-Feb-77	Switzerland
Xaloy Incorporated	XALOY (stylized)	424,496		Taiwan
Xaloy Incorporated	XALOY	762,600	19-Feb-57	United Kingdom
Xaloy Incorporated	XALOY (stylized)	92580-F		Venezuela
Xaloy Incorporated	(XALOY & DEVICE)	512,315	29-Mar-68	Spain
Xaloy Incorporated	XALOY (Block w/Chinese characters)	3,838,376	28-Jan-2006	China (Peoples Republic)
Xaloy Incorporated	XALOY (Block w/Chinese)	3,838,377	14-Oct-2005	China (Peoples Republic)
Xaloy Incorporated	XALOY (stylized)	243,738	25-Apr-80	Canada
Xaloy Incorporated	XALOY (stylized)	1,080,004	20-Jun-77	United Kingdom
Xaloy Incorporated	XALOY & DEVICE	204,631	29-Aug-66	Australia
Xaloy Incorporated	XALOY 102	484,062	19-Jul-90	Benelux
Xaloy Incorporated	XALOY 102	1,181,628	16-Oct-91	Germany
Xaloy Incorporated	XALOY 102	915,940	30-Oct-03	Italy



Name of Owner	Trademark	Registration No.	Registration Date	Jurisdiction
Xaloy Incorporated	XALOY 102	2,550,513	30-Jun-93	Japan
Xaloy Incorporated	XALOY 102	383,863	18-Jul-90	Switzerland
Xaloy Incorporated	XALOY 306	4,452,593	9-Feb-01	Japan
Xaloy Incorporated	XALOY 309 (stylized)	348,514	2-Dec-88	Canada
Xaloy Incorporated	XALOY 309 (stylized)	1,124,371	5-Jul-88	Germany
Xaloy Incorporated	XALOY 309 (stylized)	2,072,136	29-Aug-88	Japan
Xaloy Incorporated	XALOY 309 (stylized)	400,138,385	27-Jan-87	Republic of Korea
Xaloy Incorporated	XALOY 800 (stylized)	403,691	9-Nov-98	European Community
Xaloy Incorporated	XALOY 800 (stylized)	4,250,416	12-Mar-99	Japan
Xaloy Incorporated	XALOY 800S	485,502	19-Jul-90 [Abandoned]	Benelux
Xaloy Incorporated	XALOY 800S	2,550,514	30-Jun-93 [Abandoned]	Japan
Xaloy Incorporated	XALOY 800S	383,862	18-Jul-90 [Abandoned]	Switzerland
Xaloy Incorporated	XALOY BM-32	4,384,293	19-May-00	Japan
Xaloy Incorporated	XALOY BM-58	4,384,294	19-May-00	Japan
Xaloy Incorporated	XALOY BM-63	4,452,592	9-Feb-01	Japan
Xaloy Incorporated	X-102	278,275	7-Oct-98	European Community
Xaloy Incorporated	X-306	272,286	07 October 99	European Community
Xaloy Incorporated	X-309	272,294	7-Oct-98	European Community
Xaloy Incorporated	X-800	272,369	7-Oct-98	European Community
Xaloy Incorporated	X-830	400,148,364	10-Dec-87	Republic of Korea
Xaloy Incorporated	BM-58	278,192	7-Oct-98	European Community
Xaloy Incorporated	BM-32	279,463	7-Oct-98	European Community
Xaloy Incorporated	X-PSI	331,174	21-Aug-87	Canada
Xaloy Incorporated	X-PSI	343,560	19-Jun-2006 [Expired]	Switzerland

Name of Owner	Trademark	Registration No.	Registration Date	Jurisdiction
Xaloy Incorporated	BIMEX	4,758,231	20-Mar-07	European Community
Xaloy Incorporated	NXHEAT	573,168	17-Jun-08	Switzerland
Xaloy Incorporated	BM-63	5,488,804	19-Oct-07	Community Trademarks
Xaloy Incorporated	EQUATHERM	5,488,929	15-Oct-07	Community Trademarks

## 2. TRADEMARK APPLICATIONS

U.S. Trademark Applications:

Name of Owner	Trademark	Application No.	Filing Date
Xaloy Incorporated	NXHEAT	77288456	9/25/07

Foreign Trademark Applications:

Name of Owner	Trademark	Application No.	Filing Date	Jurisdiction
Xaloy Incorporated	XALOY (stylized)	788,676	20-Mar-07	Italy
Xaloy Incorporated	nXheat	1,387,647	17-Mar-08	Canada
Xaloy Incorporated	NXHEAT	6,753,594	14-Mar-08	Community Trademarks
Xaloy Incorporated	XALOY	829,189,335		Brazil
Xaloy Incorporated	NXHEAT	2008-021792	24-Mar-08	Japan

## 3. IP LICENSES

Marketing Agreement dated as of August 8, 2008 by and between SABIC Innovative Plastics US LLC and Xaloy Incorporated.

License Agreement dated as of April 17, 2008 by and between Stratek Plastic Ltd and Xaloy Incorporated.