

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
Custom Plastic Solutions, LLC		10/10/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Custom Plastic Finco, LLC
Street Address:	142 West 57th Street
Internal Address:	17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1872481	A
Registration Number:	2595463	CEDARWAY
Registration Number:	2152268	PLY-J
Registration Number:	2536083	ATLANTIS PLASTICS
Serial Number:	77009266	CEDARWAY
Serial Number:	77009255	THE LOOK AND FEEL OF REAL SPLIT CEDAR
Serial Number:	78463648	KWIKCUT

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2129093078
 Email: szablocki@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP; Att: Susan Zablocki

CH \$190.00 1872481

Address Line 1: 153 East 53rd Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	41912-47
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	11/18/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2008, is made by CUSTOM PLASTIC SOLUTIONS, LLC, a Delaware limited liability company (the "Grantor"), in favor of CUSTOM PLASTIC FINCO, LLC, a Delaware limited liability company, as lender (the "Secured Party").

WITNESSETH:

WHEREAS, the Grantor has executed and delivered to the Secured Party, that certain Senior Secured Promissory Note dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note"); and

WHEREAS, the Grantor has executed and delivered to the Secured Party a Security Agreement dated as of the date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Note, the Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) All of its trademarks registrations and trademark applications (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications 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 applicable federal law), including those referred to on Schedule I hereto;
- (b) all renewals, registrations, continuations and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future

(i) infringement or dilution of any of the foregoing, or (ii) injury to the goodwill associated with any of the foregoing.

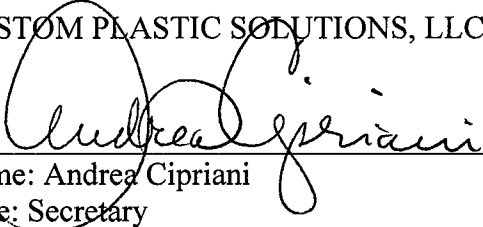
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the exercise of remedies with respect to this Trademark Security Agreement is subject to the provisions set forth in Section 6 of the Security Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the 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.

GRANTOR:

CUSTOM PLASTIC SOLUTIONS, LLC

By: 
Name: Andrea Cipriani
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

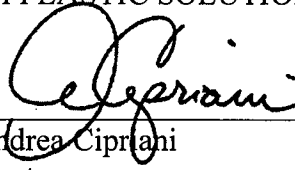
CUSTOM PLASTIC FINCO, LLC

By: _____
Name: Mayank Singh
Title: Vice President

IN WITNESS WHEREOF, the 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.

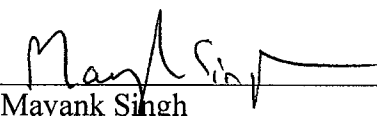
GRANTOR:

CUSTOM PLASTIC SOLUTIONS, LLC

By: 
Name: Andrea Cipriani
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CUSTOM PLASTIC FINCO, LLC

By: 
Name: Mayank Singh
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

All of the following trademarks are owned by the Grantor:

<u>Name of Trademark</u>	<u>Business Unit</u>	<u>Owner</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>
A and Design	ALL	Atlantis Plastics, Inc.	United States	1,872,481	01/10/95 Renewal 01/10/15	17
Cedarway	Building Products	Atlantis Plastics, Inc.	United States	2,595,463	07/16/02	19
Ply-J	Elkhart/ Building Products	Atlantis Plastics, Inc.	United States	2,152,268	04/21/98, Renewal 04/21/08	17
Atlantis Plastics Logo	ALL	Atlantis Plastics, Inc.	United States	2,536,083	02/05/02, Renewal 02/05/12, (a Section 8 is due 2/5/08, grace period expires 8/5/08)	17, 40
Cedarway and Design	Building Products	Atlantis Plastics, Inc.	United States	U.S. Serial No. 77/009,266	Filing Date 09/28/06	
The Look and Feel of Real Split Cedar	Building Products	Atlantis Plastics, Inc.	United States	U.S. Serial No. 77/009,255	Filing Date 09/28/06	
<u>Pending Applications</u>						
Kwikcut	Building Products	Atlantis Plastics, Inc.	United States	Application No. 78/463,648	Filing Date: 08/06/04	19
Kwikcut	Building Products	Atlantis Plastics, Inc.	Canada	Application No. 1,245,540	Filing Date: 01/27/05	19