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
Rotonics Manufacturing Inc.		11/20/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	Sixth & Marquette
Internal Address:	MAC N9305-051
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1648524	ADVENTURER
Registration Number:	2008667	AQUANAUT
Registration Number:	1485206	NEVR-RUST
Registration Number:	1558051	NO KETCH HOZ GUIDE
Registration Number:	1452043	NORDIC 8
Registration Number:	1751856	POLYSTEEL
Registration Number:	1275947	ROTO BUOY
Registration Number:	1286064	TERRACAST
Registration Number:	1563232	WESTERN CIRCLE COMPANY

OP $240.00 1648524

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 612-766-6911

Email: scarlson@faegre.com
Correspondent Name: Susan Carlson
Address Line 1: 90 South Seventh St
Address Line 2: Ste 2200, Faegre & Benson LLP
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	11/21/2008

Total Attachments: 8
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this **"Agreement"**), dated as of November 20, 2008, is entered into by and among ROTONICS MANUFACTURING INC., a Delaware corporation (**"Rotonics"**), STRATIS CORPORATION, a Wisconsin corporation (**"Stratis"**, together with Rotonics, the **"Debtors"** and each a **"Debtor"**), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, the **"Secured Party"**) for the Lenders, as defined in the Credit Agreement described below.

Rotonics, the Secured Party and various Lenders are parties to a Term Loan Agreement dated as of February 23, 2007, as amended by a First Amendment to Term Loan Agreement and Waiver of Default dated as of August 23, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**), pursuant to which the Lenders have agreed to make advances and extend certain other financial accommodations to Rotonics. All capitalized terms used in these Recitals and not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

Rotonics and the Secured Party, as administrative agent for the Lenders, are parties to a Security Agreement dated as of January 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the **"Rotonics Security Agreement"**), pursuant to which Rotonics has granted the Secured Party a security interest in substantially all of the personal property of Rotonics, including the Patents and Trademarks (as defined in the Rotonics Security Agreement) of Rotonics. Rotonics and the Secured Party, as administrative agent for the Lenders, are parties to a Patent and Trademark Security Agreement dated as of January 26, 2007 (together with all amendments, modifications and restatements of such agreement the **"Rotonics Prior Patent and Trademark Security Agreement"**), pursuant to which Rotonics confirmed that it granted a security interest in its Patents and Trademarks to the Secured Party to secure payment of the Obligations.

Stratis and the Secured Party, as administrative agent for the Lenders, are parties to a Security Agreement dated as of August 23, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the **"Stratis Security Agreement"**, together with the Rotonics Security Agreement, the **"Senior Security Agreements"**), pursuant to which Stratis has granted the Secured Party a security interest in substantially all of the personal property of Stratis, including the Patents and Trademarks (as defined in the Stratis Security Agreement) of Stratis.

The Borrower has requested that certain amendments be made to the Credit Agreement. As one of the conditions precedent to consummate the transactions contemplated by the Second Amendment to Term Loan Agreement and Waiver of Defaults, the Secured Party and the other Lenders have required the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used in this Amendment which are defined in the Credit Agreement or the Senior Security Agreement shall have the meanings given to them therein.

2. Security Interest. The Debtors hereby confirm that, pursuant to the Senior Security Agreements, they have each granted the Secured Party a security interest in the Patents and Trademarks to secure payment of the Obligations. As set forth in the Senior Security Agreements, the Security Interest includes security interests in substantially all of the personal property of the Debtors, including the Patents and Trademarks of Rotonics listed on Exhibit A attached hereto and the Patents and Trademarks of Stratis Corporation listed on Exhibit B attached hereto. The Security Interest contained in this Agreement is granted in connection with the Security Interests granted pursuant to the Senior Security Agreements. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application, and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. The Debtors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Security Interest in the Patents and Trademarks made and granted hereby (the **"Security Interest"**) are more fully set forth in the Senior Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

ROTONICS MANUFACTURING INC., as Debtor

By: _____
Name: James W. Rikkers
Title: Secretary

STATE OF Minnesota)
)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 7th day of November 2008, by James W. Rikkers, the Secretary of Rotonics Manufacturing Inc., a Delaware corporation, on behalf of the corporation.

Mary A. Jacobson
Notary Public

MARY A. JACOBSON
Notary Public
Minnesota
My Commission Expires January 31, 2010

(Signature Page to Patent and Trademark Security Agreement)

STRATIS CORPORATION, as Debtor

By: _____
Name: James W. Rikkers
Title: Secretary

STATE OF Minnesota)
)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 7th day of November, 2008, by James W. Rikkers, the Secretary of Stratis Corporation, a Wisconsin corporation, on behalf of the corporation.

Mary A. Jacobson
Notary Public

MARY A. JACOBSON
Notary Public
Minnesota
My Commission Expires January 31, 2010

(Signature Page to Patent and Trademark Security Agreement)

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Secured Party

By: _____
Name: Dennis W. Fischer
Title: Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Dennis W. Fischer, a Vice President of Wells Fargo Bank, National Association, a national banking association, in its capacity as administrative agent for certain lenders, on behalf of such national banking association.

_____
Notary Public

SUSAN E. CARLSON
Notary Public
Minnesota
My Commission Expires January 31, 2010

(Signature Page to Patent and Trademark Security Agreement)

Exhibit A

Rotonics Manufacturing Inc.

Rotonics Manufacturing Inc. holds several patents on storage containers used for pharmaceutical, commercial and residential applications that expire through the year 2010. Although the Rotonics has been able to capture its share of these niche markets and expects to see continued growth, no one patent or groups of patents is considered material to the business as a whole.

Registered Intellectual Property:

ROTONICS MANUFACTURING IONC.				
PATENTS AND REGISTRATIONS				
ACTIVE REGISTRATIONS:				
TRADEMARK REGISTRATIONS	REGISTRATION NO.	REGISTRATION DATE	IN EFFECT UNTIL	RENEWED UNTIL
ADVENTURER	1,648,524	6/18/91	6/18/07	
AQUANAUT	2,008,667	10/15/96	10/15/06	
NEVR-RUST	1,485,206	4/19/88	4/19/08	
NO KETCH HOZ GUIDE	1,558,051	9/26/89	9/26/09	
NORDIC 8 AND DESIGN	1,452,043	8/11/87	8/11/07	
POLYSTEEL	1,751,856	2/9/93	2/9/03	2/9/13
ROTO BUOY AND DESIGN	1,275,947	10/30/89	5/4/04	5/4/14
TERRACAST	1,286,064	11/7/89	7/17/04	7/17/14
TERRACAST (AUSTRALIAN)	548,781	1/15/91	1/15/08	
TERRA CAST (CANADA)	3,376,123	3/4/88	3/4/03	3/4/18
TOOL-TAINER (CANADA)	267,566	3/26/82	3/26/12	
WESTERN CIRCLE	1,563,232	10/31/89	10/31/09	
PATENT NAME	PATENT NO.	PATENT DATE	IN EFFECT UNTIL	RENEWED UNTIL
FILE E-802 CONT. BTF-38 BULKITANK	5,105,947	4/1/92	4/1/09	
FILE E-984 CIP MPH HOPPER	5,226,558	1/25/93	1/25/10	

TRADEMARK
REEL: 003892 FRAME: 0205

Exhibit B

Stratis Corporation

Stratis Corporation owns the following patents and trademarks:

Patents

Country	Status	Application Number	Application Date	Patent Number	Grant Date	Title
Germany	Granted	96300788.5	02/06/1996	696038811	8/25/1999	STACKABLE PALLET
European Community	Granted	96300788.5	02/06/1996	0725010	8/25/1999	STACKABLE PALLET
United States	Granted	08/383893	02/06/1995	5606921	3/4/1997	STACKABLE PALLET
United States	Granted	29/034441	02/06/1995	D374536	10/8/1996	PALLET
Germany	Granted	00915804.9	02/18/2000	600159302	11/17/2004	INDEX PALLET
European Community	Granted	00915804.9	02/18/2000	1152952	11/17/2004	INDEX PALLET
United States	Granted	09/253624	02/19/1999	6209464	4/3/2001	INDEXED PALLET
United States	Granted	09/913561	02/18/2000	6705236	3/16/2004	INDEXED PALLET
United States	Granted	29/100847	02/19/1999	D423752	4/25/2000	INDEX PALLET
United States	Granted	29/100896	02/19/1999	D433208	10/31/2000	STACKABLE PALLET
Germany	Pending	103925031	04/01/2003			PALLET
United States	Pending	10/116715	04/03/2002			PALLET

Trademarks

Country	Status	Application Number	Application Date	Registration Number	Registration Date	Title
European Community	Registered	497,958	03/25/1997	497,958	03/30/1999	STRATIS & DESIGN
Japan	Registered	11079503	09/06/1999	4432256	11/17/2000	STRATIS

United States	Registered	74/277,021	05/19/1992	1,844,970	07/12/1994	STRATIS
United States	Registered	75/009,537	10/24/1995	2,173,353	07/14/1998	DECK-LOK