

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
Tekni-Plex, Inc.		03/10/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp USA, Inc.		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77444056	WATERH2OSE	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	Caroline.Geiger@weil.com		
Correspondent Name:	Caroline Geiger		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	35899-0236		
NAME OF SUBMITTER:	Caroline Geiger		
Signature:	/Caroline Geiger/		
Date:	03/11/2009		

CH \$40.00 77444056

Total Attachments: 4

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

March 10, 2009

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Tekni-Plex, Inc. (the "Grantor"), with its principal offices at 201 Industrial Parkway, Somerville, New Jersey, 08876, hereby grants to Citicorp USA, Inc., as Administrative Agent (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications, including all appurtenant goodwill of any and all of the foregoing (the "Marks") set forth opposite its name on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same, provided, however, that no security interest shall be granted in any Mark that is the subject of an intent-to use trademark application solely to the extent that the grant of a security interest therein would impair the validity or enforceability of such Mark under applicable federal law, and only until such time as an amendment to allege use or statement of use is filed with the United States Patent and Trademark Office for such application.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 10, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

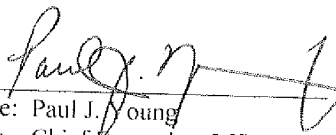
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

TEKNI-PLEX, INC.

as Grantor

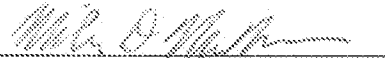
By: 
Name: Paul J. Young
Title: Chief Executive Officer

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 003949 FRAME: 0869

ACCEPTED AND AGREED:

CITICORP USA, INC.,
as Administrative Agent

By: 
Name: MILES D. McMANUS
Title: Vice President and Director

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 003949 FRAME: 0870

SCHEDULE A

PENDING MARKS AND APPLICATIONS

<u>OWNER</u>	<u>MARK</u>	<u>Application Number</u>	<u>Filing Date</u>
Tekni-Plex, Inc.	WATERH2OSE	77/444,056	04/09/2008