

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schoeller Arca Systems, Inc.		03/04/2009	INC. ASSOCIATION:

RECEIVING PARTY DATA	
Name:	Citibank, N.A., London Branch
Street Address:	Citigroup Centre, Canada Square
City:	Canary Wharf, London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5LB
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2040398	AGBIN
Registration Number:	2041905	XYTEC

CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128951356
Email:	jennifer.spinning@cliffordchance.com
Correspondent Name:	Jennifer M. Spinning
Address Line 1:	31 West 52nd Street
Address Line 4:	New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	70-40406781
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	

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Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jennifer M. Spinning

Signature:

/Jennifer M. Spinning/

Date:

03/27/2009

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this "**IP Security Agreement Supplement**") dated March 4, 2009, is made by Schoeller Arca Systems, Inc. (the "**Grantor**") in favor of Citibank, N.A., London Branch, as Security Trustee (the "**Security Trustee**") for the Secured Parties (as defined in the Security Agreement referred to below). Terms used in this IP Security Agreement Supplement and not defined herein shall have the meaning given to that term in the Security Agreement.

WHEREAS, the Grantor is a party to that certain Security Agreement dated as of January 30, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") by and among Arca Systems International AB, the Grantor and the Security Trustee.

WHEREAS, pursuant to Section 11 of the Security Agreement, the Grantor has agreed to enter this IP Security Agreement Supplement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Trustee, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "**Collateral**");

- (i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark 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 trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule IV to the Security Agreement, effective as of the date hereof, is hereby supplemented to add Schedules A, B and C hereto.

SECTION 3. Security for obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SCHOELLER ARCA SYSTEMS, INC.

By 

Name: Scott Edgcomb

Title: CFO

Address for Notices:
3000 Town Center Drive, Suite 620
Southfield, MI 48075, USA
Fax: + 1.248.355.3035
Attention of: Scott Edgcomb

Schedule A

Patents

Grantor	Patent Titles	Country	Patent No.	Application No.	Filing Date	Issue Date
Schoeller Arca Systems, Inc.	Collapsible Container with Reduced Deflection	United States	5474197	08/173610	12/27/1993	12/12/1995

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Schedule B
Trademarks

Grantor	Country	Mark	Reg. No.	Application No.	Filing Date	Issue Date
Schoeller Arca Systems, Inc.	United States	AGBIN	2040398	75/075267	03/19/1996	02/25/1997
Schoeller Arca Systems, Inc.	Japan	MAGNUM	4231650	4-197249	09/18/1996	01/22/1999
Schoeller Arca Systems, Inc.	United States	XYTEC	2041905	75/075268	03/19/1996	03/04/1997

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Schedule C

Copyrights

NONE

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