

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PLASTIPAK INDUSTRIES INC.

- Individual(s)
- General Partnership
- Corporation- State: Canada
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 5, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada

Internal

Address: Eight Floor - South Wing

Street Address: 1 Place Ville-Marie

City: Montreal

State: Quebec

Country: Canada Zip: H3C 3A9

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canada
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2143818

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laetitia Caporicci - Ogilvy Renault

Internal Address: Suite 1100

Street Address: 1981 McGill College Avenue

City: Montreal

State: Quebec Zip: H3A 3C1

Phone Number: 514-847-6034

Fax Number: 514-286-5474

Email Address: lcaporicci@ogilvyrenault.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 195113

Authorized User Name _____

9. Signature: Laetitia Caporicci

Signature

February 24, 2009

Date

LAETITIA CAPORICCI

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 195113 2143818

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2009, by INDUSTRIES PLASTIPAK INC. / PLASTIPAK INDUSTRIES INC., a Quebec company (the "Grantor"), in favour of ROYAL BANK OF CANADA (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and between the Grantor and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lender has agreed to make the Loans (as defined in the Loan Agreement) to the Grantor;

WHEREAS, the Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Lender that certain General Security Agreement, governed by the laws of Ontario, and that certain Deed of Hypothec, governed by the laws of Quebec, each dated as of or on or about the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, such General Security Agreement and Deed of Hypothec collectively and individually referred to as the "Security Agreement");

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations, the Grantor hereby grants to the Lender a continuing security interest in, and hereby hypothecates in favour of the Lender for the sum of THIRTEEN MILLION EIGHT HUNDRED THOUSAND DOLLARS (CDN\$13,800,000), in lawful money of Canada, together with interest thereon at the rate of twenty-five percent (25%) per annum from the date hereof, 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 and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; 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 Trademark and any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark and any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest and hypothec of the Lender in the Trademark Collateral referred to in Schedule I hereto with the United States Patent and Trademark Office or with the trademark office of any other jurisdiction, in each case to the extent it may be so registered therein. The security interest and hypothec granted hereby has been granted as a supplement to, and not in limitation of, the security interest and hypothec granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with their terms.

4. ACKNOWLEDGEMENT. The security interests and hypothecs granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest and hypothec in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. The terms and provisions of the Security Agreement are incorporated by reference herein as if fully set forth herein.

5. LOAN DOCUMENTS, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein. This instrument, document or agreement may be sold, assigned or transferred by the Lender in accordance with the term of the Loan Agreement.

6. COUNTERPARTS. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

7. LANGUAGE. The parties hereto confirm that they have requested that this agreement and all related documents be drafted in English. *Les parties aux présentes ont exigé que le présent acte et tous les documents connexes soient rédigés en anglais.*

[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.

INDUSTRIES PLASTIPAK INC.
PLASTIPAK INDUSTRIES INC.

By: *Norahudi Tangway*
Name: NORAHUDI TANGWAY
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA

By: _____
Name:
Title:

TM Security Agreement - Plastipak Industries Inc.

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.

INDUSTRIES PLASTIPAK INC.
PLASTIPAK INDUSTRIES INC.

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA

By: *J. Branco*
Name: *J. Branco*
Title: *ATTORNEY IN FACT*

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

United States

Trademark	Owner	Registration Number
TWINPAK	INDUSTRIES PLASTIPAK INC. / PLASTIPAK INDUSTRIES INC.	2143818