

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
Plymouth Rubber Company, LLC		03/05/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Dash II PRC, LLC
Street Address:	c/o Versa Capital Partners, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-2860
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Dash III PRC, LLC
Street Address:	c/o Versa Capital Partners, 2929 Arch Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-2860
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2156618	ASR
Registration Number:	1731097	BI-SEAL
Registration Number:	0974290	BISHOP
Registration Number:	2115123	COLDTERM
Registration Number:	1615713	GLF
Registration Number:	0985375	PLYARC
Registration Number:	1599609	PLYCOM

900135638

**TRADEMARK
 REEL: 003999 FRAME: 0819**

CH \$490.00 2156618

Registration Number:	1268979	PLYFLEX
Registration Number:	1486135	PLYMARK
Registration Number:	0681763	PLYMOUTH
Registration Number:	0985376	PLYSAFE
Registration Number:	1216705	PLYSEAL
Registration Number:	0985374	PLYSHIELD
Registration Number:	1596079	PLYSTRAP
Registration Number:	1953338	PLYVOLT
Registration Number:	1597423	PLYWRAP
Registration Number:	1745734	REVERE
Registration Number:	0757661	SLIPKNOT
Registration Number:	0503216	SLIPKNOT

CORRESPONDENCE DATA

Fax Number: (215)979-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-979-1191
Email: eorleman@duanemorris.com
Correspondent Name: Nicole K. McLaughlin, Duane Morris LLP
Address Line 1: 30 S. 17th St.
Address Line 4: Philadelphia, PENNSYLVANIA 19103-4197

ATTORNEY DOCKET NUMBER:	U1729-00002
NAME OF SUBMITTER:	Nicole K. McLaughlin
Signature:	/nicole k. mclaughlin/
Date:	06/05/2009

Total Attachments: 2
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into as of the 4th day of March, 2009 between Plymouth Rubber Company, LLC, a limited liability company organized under the laws of the State of Delaware, and having a business address of 500 Turnpike Street, Canton, Massachusetts 02021 (hereinafter referred to as "Trademark Owner") and Dash II PRC, LLC and Dash III PRC, LLC, jointly and severally, which are limited liability companies organized under the laws of the State of Delaware, and having a business address c/o Versa Capital Partners, 2929 Arch Street, Philadelphia, PA 19104-2860 (hereinafter referred to as "Lender").

Whereas Trademark Owner and the Lender having entered into a Security Agreement of even date, which relates to, at least in part, the Intellectual Property of Trademark Owner, and wherein all of the terms and conditions of the aforesaid Security Agreement are hereby incorporated herein by reference and all capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Security Agreement; and

Whereas Lender require a separate recordable document memorializing their respective Security Interests in and to all of the marks, registrations and applications listed in Schedule A hereto;


NOW THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Security Interest in Marks. To secure the complete and timely payment and satisfaction of all of its Obligations to the Lender, the Trademark Owner hereby grants, assigns and conveys to the Lender a security interest in and to all of Trademark Owner's trademarks (whether registered, unregistered or for which any actual use-based application to register has been filed), trademark applications, service mark applications, service marks (whether registered, unregistered or for which any actual use-based application to register has been filed) and tradenames, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Trademark Owner corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Future Marks. The Trademark Owner authorizes the Lender to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under paragraph 1 hereof.

Dated: March 5, 2009

Plymouth Rubber Company, LLC,
as Trademark Owner

By: 
Name: R C F Newell
Title: Interim CEO

SCHEDULE A

U.S. TRADEMARKS

Registration No.	Mark	Registration Date
2,156,618	ASR	5/12/1998
1,731,097	BI-SEAL	11/10/1992
974,290	BISHOP	12/4/1973
2,115,123	COLDTERM	11/25/1997
1,615,713	GLF	10/2/1990
985,375	PLYARC	6/4/1974
1,599,609	PLYCOM	6/5/1990
1,268,979	PLYFLEX (Stylized)	3/6/1984
1,486,135	PLYMARK	4/26/1988
681,763	PLYMOUTH	7/14/1959
985,376	PLYSAFE	6/4/1974
1,216,705	PLYSEAL (Stylized)	11/16/1982
985,374	PLYSHIELD	6/4/1974
1,596,079	PLYSTRAP	5/15/1990
1,953,338	PLYVOLT	1/30/1996
1,597,423	PLYWRAP	5/22/1990
1,745,734	REVERE	1/12/1993
757,661	SLIPKNOT	10/1/1963
503,216	SLIPKNOT and Design	10/19/1948

CANADIAN TRADEMARKS

Registration No.	Mark	Registration Date
TMA0139377	SLIPKNOT	3/5/1965
TMA0328265	BRITE-LINE	6/5/1987

CTM TRADEMARKS

Registration No.	Mark	Registration Date
3620838	BISHOP	7/7/2005
3620821	PLYMOUTH	9/29/2005