

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
Spectrum Plastics Group, Inc.		09/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Associated Bank, N.A.		
Street Address:	740 Marquette Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77432995	SPECTRUM PLASTICS GROUP	
Serial Number:	77464602	SPECTRUM PLASTICS GROUP	
Registration Number:	1343305	SPECTRUM	
Serial Number:	77823116	DYNACEPT	
Serial Number:	77823127	PROTOGENIC	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(612) 492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	13,594		

CH \$140.00 77432995

900144506

**TRADEMARK
 REEL: 004072 FRAME: 0696**

NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	10/02/2009
Total Attachments: 8 source=Trademark Collateral Assgnmt (exec)-v1#page1.tif source=Trademark Collateral Assgnmt (exec)-v1#page2.tif source=Trademark Collateral Assgnmt (exec)-v1#page3.tif source=Trademark Collateral Assgnmt (exec)-v1#page4.tif source=Trademark Collateral Assgnmt (exec)-v1#page5.tif source=Trademark Collateral Assgnmt (exec)-v1#page6.tif source=Trademark Collateral Assgnmt (exec)-v1#page7.tif source=Trademark Collateral Assgnmt (exec)-v1#page8.tif	

COLLATERAL ASSIGNMENT (TRADEMARKS)

THIS COLLATERAL ASSIGNMENT (TRADEMARKS) (the "Assignment"), dated as of September 30, 2009, is made and given by SPECTRUM PLASTICS GROUP, INC., a Delaware corporation (the "Assignor"), to ASSOCIATED BANK, N.A., as agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Agent," and the Agent together with its successors and assigns, the "Assignee").

RECITALS

A. The Assignor, the Assignee, and the Lenders have entered into an Amended and Restated Credit Agreement dated concurrently herewith (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Assignee and the Lenders have agreed to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. To secure all the liabilities and obligations of the Assignor to the Assignee and the Lenders arising under the Credit Agreement and any notes issued thereunder, in each case whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement of even date herewith (the "Security Agreement") by and among Assignor, the other grantors party thereto, and Assignee which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, copyrights, and trade secrets.

C. The Assignor owns the trademarks and tradenames set forth in Exhibit A attached hereto, and the trademarks and tradenames so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office or applicable foreign trademark office.

D. It is a condition to the obligation of the Assignee and the Lenders to extend credit accommodations pursuant to the terms of the Credit Agreement that this Assignment be executed and delivered by the Assignor.

E. The Assignor finds it advantageous, desirable, and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee and the Lenders to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby collaterally (and, effective upon the giving of a notice by the Assignee of the type described in the next sentence, absolutely) assign, to the extent not prohibited by applicable law, all of its right, title, and interest in and to all of the present United States and foreign trademarks and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those registered trademarks and tradenames set forth on Exhibit A, and including, without limitation, any and all

common law rights in Trademarks owned by the Assignor, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors, and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. Except to the extent the foregoing assignment creates a collateral assignment (which assignment is currently effective), the foregoing assignment shall be effective only upon the written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment that is given upon and occurrence and during the continuation of an Event of Default under the Credit Agreement, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the giving of such notice by the Agent, such assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks (except for intent-to-use applications) pursuant to the Assignment of Trademarks attached hereto as Exhibit B. Assignor hereby irrevocably authorizes the Assignee to complete and record (including without limitation attaching an appropriate updated list of Trademarks (except for intent-to-use applications) as an annex thereto) the undated Assignments of Trademarks at the time of transfer.

Notwithstanding the preceding paragraph, while the Assignee does acquire a security interest in the United States for any Trademark that is the subject of an intent-to-use application before the United States Patent and Trademark Office, the Assignee agrees not to make an assignment, grant, transfer, or other conveyance of such application until such time as a verified amendment to allege use or statement of use is filed for such application or the Assignee arranges for an assignment of such Trademarks to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. § 1060. At the time that the Assignee transfers all other Trademarks pursuant to Assignment of Trademarks attached hereto as Exhibit B, it may also complete and record Exhibit C with respect to any U.S. intent-to-use applications (the "Intent-to-Use Assignment"). The Assignor hereby irrevocably authorizes the Assignee to complete (including without limitation attaching an appropriate updated list of Trademarks that are the subject of an intent-to-use application as an annex thereto) the undated Intent-to-Use Assignment at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending, the Trademarks listed on Exhibit A have been duly issued and are subsisting and, as of the date hereof, have not been adjudged invalid or unenforceable in whole or in part;

(b) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof (but only as to Trademarks that are added to Exhibit A on such date), to the Assignor's knowledge, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) as of the date hereof, no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the

Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks, in each case except to the extent that any such claim could not reasonably be expected to result in a Material Adverse Occurrence;

(d) after the date hereof, the Assignor will give prompt written notice to the Assignee of any claim of the type described in the preceding clause (c) (and notwithstanding whether such claim arose on, prior to or after the date hereof);

(e) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(f) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in material compliance with statutory notice requirements, and will pay all renewal, maintenance and other fees, relating to its use of the Trademarks, in each case except to the extent that the failure to be in such compliance or to make such payments could not reasonably be expected to result in a Material Adverse Occurrence;

(g) except for Liens permitted by the Credit Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges, and encumbrances, including without limitation licenses and covenants by the Assignor not to sue third persons;

(h) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Trademarks listed on Exhibit A are all of the United States and foreign Trademarks and applications therefor now owned by the Assignor;

(i) the Assignor will, at any time upon reasonable request, communicate to the Assignee and its successors and assigns any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees, and agents, and cause such officers, employees, and agents with direct knowledge of material relevant information to testify as to the same in any infringement or other litigation at the reasonable request of the Assignee; and

(j) except with respect to Trademarks that Assignor determines, in the exercise of its reasonable business judgment, are not material to the business of Assignor, the Assignor will not cease to use any Trademarks or fail to maintain such level of quality or products sold and services rendered under any Trademarks at a level at least substantially consistent with the quality of the products and services as of the date hereof, and Assignor shall take all steps necessary to ensure that licensees of Trademarks use such consistent standards of quality

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full (other than contingent indemnification obligations), the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark, or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment, Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign, or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit D attached hereto and except in the ordinary course of business.

6. The Assignor agrees that it will authorize, execute, and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. If the Assignee is required by the Security Agreement to release its Lien in any or all of the Trademarks, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the subject Trademarks.

7. The Assignor shall (a) prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, (b) make application on those trademarks and trade names that are unregistered but capable of being registered and that a prudent person would reasonably cause to be registered, and (c) preserve and maintain all rights in all Trademarks that a prudent person would reasonably preserve and maintain, provided that Assignor shall not be obligated to perform any of clauses (a), (b), or (c) above in the event that Assignor determines, in the reasonable business judgment of Assignor, that the same is not material to the business of Assignor. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any material application presently pending that constitutes a Trademark without the written consent of the Assignee unless Assignor determines, in the reasonable business judgment of Assignor, that the same is not material to the business of Assignor.

8. Upon the occurrence and during the continuation of an Event of Default (or if the Assignor's failure to bring such suit could be reasonably be expected to result in a Material Adverse Occurrence), the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks or any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding), and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand,

reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the Assignee and the Lenders to extend credit accommodations to the Assignor, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

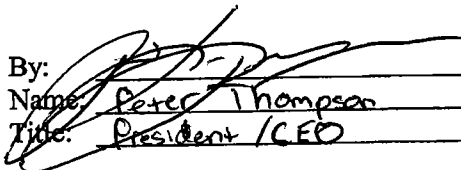
15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (A) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER THAT ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (B) THE STATE OF MINNESOTA IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN, OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT,

OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED
HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS
GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

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IN WITNESS WHEREOF, the Assignor has executed this instrument.

SPECTRUM PLASTICS GROUP, INC.

By: 
Name: Peter Thompson
Title: President / CEO

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[Collateral Assignment -- Trademarks (Borrower)]



TRADEMARK
REEL: 004072 FRAME: 0704

EXHIBIT A
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

SPECTRUM PLASTICS GROUP, INC.

TRADEMARK SCHEDULE

U.S. Applications and Registrations

Trademark	Serial No.	Filing Date	Reg. No.	Status
SPECTRUM PLASTICS GROUP	77/432,995	March 27, 2008		Pending Application
SPECTRUM PLASTICS GROUP 	77/464,602	May 2, 2008		Pending Application
	73/446,309	November 3, 1983	1,343,305	Registered
DYNACEPT	77/823,116	September 9, 2009		Pending Application
PROTOGENIC	77/823,127	September 9, 2009		Pending Application