

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:	Churchill Capital Mezzanine Finance LLC		
Street Address:	333 South Seventh Street		
Internal Address:	2400 Metropolitan Centre		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-766-6911		
Email:	scarlson@faegre.com		
Correspondent Name:	Susan Carlson		
Address Line 1:	90 South Seventh Street Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		

OP \$140.00 77432995

Signature:	/e/ Susan Carlson
Date:	10/30/2009
Total Attachments: 14 source=Spectrum Trademark#page1.tif source=Spectrum Trademark#page2.tif source=Spectrum Trademark#page3.tif source=Spectrum Trademark#page4.tif source=Spectrum Trademark#page5.tif source=Spectrum Trademark#page6.tif source=Spectrum Trademark#page7.tif source=Spectrum Trademark#page8.tif source=Spectrum Trademark#page9.tif source=Spectrum Trademark#page10.tif source=Spectrum Trademark#page11.tif source=Spectrum Trademark#page12.tif source=Spectrum Trademark#page13.tif source=Spectrum Trademark#page14.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 Churchill Capital Mezzanine Finance LLC, a Delaware limited liability company, as collateral agent (in such capacity, together with its successors and assigns, the “**Assignee**”) for the Secured Parties, as such term is defined in the Amended and Restated Collateral Agency and Intercreditor Agreement dated as of the date hereof among the Assignor, Churchill Financial Cayman Ltd. (“**Churchill**”), Marquette Capital Fund I, LP (“**Marquette**”), Spell Capital Partners Mezzanine Fund, LP (“**SCP Mezzanine Fund**”) and the Assignee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agency Agreement**”), for the benefit of the Secured Parties. All terms capitalized and used herein without being defined shall have the meaning given such term in the Collateral Agency Agreement.

RECITALS

A. The Assignor, Churchill and Marquette have entered into an Amended and Restated Note Purchase Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Churchill Note Purchase Agreement**”), pursuant to which Churchill and Marquette have agreed to receive from the Borrower certain amended and restated replacement notes, under the terms and conditions set forth therein.

B. The Assignor and SCP Mezzanine Fund have entered into an Amended and Restated Note Purchase Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**SCP Mezzanine Fund Note Purchase Agreement**”), together with the Churchill Note Purchase Agreement, the “**Note Purchase Agreements**”), pursuant to which SCP Mezzanine Fund has agreed to receive from the Borrower certain amended and restated replacement notes, under the terms and conditions set forth therein.

C. To secure all the liabilities and obligations of the Assignor to the Secured Parties arising under the Note Purchase Agreements 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.

D. 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.

E. It is a condition precedent to the entering of the Churchill Note Purchase Agreement and the receipt of the amended and restated replacement notes by Churchill and Marquette thereunder and the entering of the SCP Mezzanine Fund Note Purchase Agreement

and the receipt of amended and restated replacement notes by SCP Mezzanine Fund thereunder that this Assignment be executed and delivered by the Assignor.

F. 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 Secured Parties to extend credit accommodations under the Note Purchase Agreements, the parties hereto agree as follows:

Section 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, without limitation, those registered trademarks and tradenames set forth on Exhibit A, and including, but not limited to, 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 the benefit and use of the Secured Parties, and for their respective 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.

Section 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 Transaction 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 Note Purchase Agreements, 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, 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 the Assignor determines, in the exercise of its reasonable business judgment, are not material to the business of the 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 the Assignor shall take all steps necessary to ensure that licensees of Trademarks use such consistent standards of quality

Section 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.

Section 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.

Section 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 (a) any Lien permitted by the Note Purchase Agreements, (b) the licenses listed on Exhibit D attached hereto and (c) in the ordinary course of business.

Section 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 the 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.

Section 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 the Assignor determines, in the reasonable business judgment of the Assignor, that the same is not material to the business of the Assignor.

Section 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.

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.

Section 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.

Section 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.

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

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

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

Section 15.

(a) So long as any Senior Obligations remain outstanding under the Senior Loan Documents, the rights of the Assignee under this Assignment shall be and remain subordinate to the rights of the Senior Agent under the Collateral Assignment (Trademarks) by the Assignor in favor of the Senior Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Senior Collateral**

Assignment (Trademarks)”) and the Senior Security Agreement pursuant to the terms of the Senior Subordination Agreement.

(b) To the extent that the Assignor has agreed to deliver possession of any document or instrument relating to the Trademarks to the Senior Agent as provided in the Senior Collateral Assignment (Trademarks) or the Senior Security Agreement and has agreed to deliver possession of any document or instrument relating to the Trademarks to the Assignee as provided in this Assignment or the Security Agreement, so long as any Senior Obligations remain outstanding under the Senior Loan Agreement, the Assignor shall be obligated to deliver possession of such documents or instruments to the Senior Agent pursuant to the terms of the Senior Credit Agreement and, by doing so, the Assignor shall be deemed to be in compliance with the provisions of this Assignment which require delivery of possession of such document or instrument to the Assignee. If at any time the Senior Obligations are paid in full, then immediately thereupon the Assignor shall deliver possession of such document or instrument to the Assignee under this Assignment. The Assignor acknowledges that the Senior Agent has agreed to hold possession of any such documents or instruments for itself and for the Assignee and acknowledges and irrevocably agrees that, following payment in full of the Senior Obligations under the Senior Loan Documents, the Senior Agent may deliver any such documents or instruments then its possession directly to the Assignee.

(c) To the extent that the Assignor has agreed that any of the Trademarks shall be subject to the Control of the Senior Agent as provided in the Senior Collateral Assignment (Trademarks) or the Senior Security Agreement and has agreed that any of the Trademarks shall be subject to the Control of the Assignee as provided in this Assignment or in the Security Agreement, any such agreement granting such Control shall be in form and content acceptable to the Assignee and shall provide that such Control is held for benefit of the Senior Agent for so long as any Senior Obligations remain outstanding under the Senior Credit Agreement and shall be held for the benefit of the Assignee at all times after the Senior Obligations have been paid in full.

(d) To the extent that the Assignor has agreed that any principal, interest, dividends and other distributions and other payments in respect of any Trademark or any proceeds of any Trademark shall be delivered to or paid to the Senior Agent as provided in the Senior Security Agreement and have agreed that any principal, interest, dividends and other distributions and other payments in respect of any Trademark or any proceeds of any Trademark shall be delivered to or paid to the Assignee as provided in this Assignment, so long as any Senior Obligations remain outstanding under the Senior Credit Agreement, the Grantors shall be obligated to deliver or pay such amounts to the Senior Agent pursuant to the terms of the Senior Credit Agreement and, by doing so, the Assignor shall be deemed to be in compliance with the provisions of this Assignment and the Security Agreement which require delivery or payment of such amounts to the Assignee. If at any time the Senior Obligations are paid in full, then immediately thereupon all such amounts shall be delivered to or paid to the Assignee under this Assignment.

(e) To the extent that the Assignor has agreed that any voting or consensual rights in respect of any Trademark shall be vested in or held by the Senior Agent as

provided in the Senior Collateral Assignment (Trademarks) or the Senior Security Agreement and have agreed that any voting or consensual rights in respect of any Trademarks shall be vested in or held by the Assignee as provided in this Assignment or the Security Agreement, so long as any Senior Obligation remain outstanding under the Senior Credit Agreement, the Senior Agent shall have the right to vote or exercise other actions with respect to such voting or consensual rights, and the Secured Party shall have the right to vote or exercise other actions with respect to such voting or consensual rights after the Senior Obligations under the Senior Loan Documents have been paid in full.

Section 16. 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.

Signature page(s) follow

IN WITNESS WHEREOF, the Assignor has executed this instrument.

SPECTRUM PLASTICS GROUP, INC.

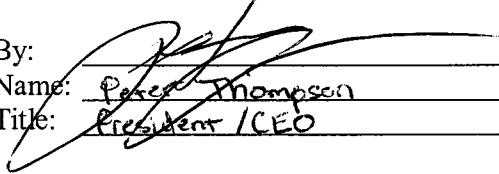
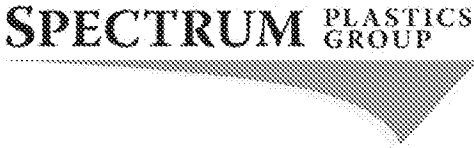

By: 
Name: Peter Thompson
Title: President / CEO

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
	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

Foreign Registration

None.

EXHIBIT B
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

**FORM OF
ASSIGNMENT OF TRADEMARKS**

(Registered Trademarks)

WHEREAS, Spectrum Plastics Group, Inc., a Delaware corporation (the “Assignor”), is the owner of the entire right, title and interest in and to certain United States and foreign trademarks and tradenames and registrations and applications therefor (the “Trademarks”), including, without limitation, those as may be listed on any annex hereto; and

WHEREAS, _____ (the “Assignee”) desires to acquire the entire right, title, and interest in and to the aforesaid Trademarks, together with any and all causes of action and rights of recovery for past infringements of the Trademarks, and all of the rights vested in the Assignor by virtue of the instruments pursuant to which Assignor became vested with its ownership of the Trademarks;

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt of which is hereby acknowledged,

1. The Assignor hereby sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to the Trademarks, including each and every Trademarks that is granted on any application (except for intent-to-use applications) that is a division, substitution, or continuation of such Trademarks, and in and to each and every reissue or extension of the Trademarks.

2. The Assignor further sells, assigns, transfers, and conveys unto the Assignee the entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks.

3. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and/or legal representatives, and shall be binding upon the Assignor and its successors, assigns and/or legal representatives.

4. The Assignor hereby irrevocably authorizes the Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this _____ day of _____, _____.

SPECTRUM PLASTICS GROUP, INC.

By: _____
Name: _____
Title: _____

EXHIBIT C
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

FORM OF
ASSIGNMENT OF TRADEMARKS

(Registered Intent-to-Use Trademarks Applications)

WHEREAS, Spectrum Plastics Group, Inc., a Delaware corporation (the “Assignor”), is the owner of the entire right, title and interest in and to certain United States trademarks and tradenames that are the subject of pending intent-to-use applications for registration in the United States Patent and Trademark Office (the “Trademarks”), including without limitation, those as may be listed on any annex hereto; and

WHEREAS, _____ (the “Assignee”) desires to acquire the entire right, title, and interest in and to the aforesaid Trademarks, together with any and all causes of action and rights of recovery for past infringements of the Trademarks, and all of the rights vested in the Assignor by virtue of the instruments pursuant to which Assignor became vested with its ownership of the Trademarks;

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt of which is hereby acknowledged,

1. The Assignor hereby sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to the Trademarks, including each and every Trademarks that is granted on any application that is a division, substitution, or continuation of such Trademarks, and in and to each and every reissue or extension of the Trademarks. Each Trademark is the subject of a verified allegation of use under §§ 1(c) or 1(d) of the Lanham Act that has been filed with the United States Patent and Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to which the Trademarks pertain as required by § 10 of the Lanham Act.

2. The Assignor further sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks.

3. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns, and/or legal representatives, and shall be binding upon the Assignor and its successors, assigns, and/or legal representatives.

4. The Assignor hereby irrevocably authorizes the Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this _____ day of _____, _____.

SPECTRUM PLASTICS GROUP, INC.

By: _____
Name: _____
Title: _____

EXHIBIT D
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

TRADEMARK LICENSES

None.