

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
Plastocel Inc.		11/05/2009	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Sealed Air Corporation		
Street Address:	100 Rogers Bridge Road		
City:	Duncan		
State/Country:	SOUTH CAROLINA		
Postal Code:	29334		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77864488	PLASTOCEL	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 322-6204		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough, LLP		
Address Line 1:	100 North Tryon Street, 42nd Floor		
Address Line 2:	IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4000		
ATTORNEY DOCKET NUMBER:	12986/00005		
NAME OF SUBMITTER:	Kyle M. Globerman		
Signature:	/Kyle M. Globerman/		
Date:	11/18/2009		

OP \$40.00 77864488

Total Attachments: 4

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this “Agreement”), is made as of November 5, 2009, by Plastocel Inc., a Connecticut corporation (“Borrower”), in favor of Sealed Air Corporation, a Delaware Corporation (the “Secured Party”).

WHEREAS, Borrower has adopted, used and is using, and is the sole owner of the marks set forth on Schedule I hereof (the “Marks”);

WHEREAS, pursuant to that certain Security Agreement (the “Security Agreement”), dated of even date herewith, by and between Borrower and the Secured Party, as collateral security for the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Security Agreement), Borrower pledged and granted to the Secured Party, a security interest in all of Borrower’s right, title and interest in certain collateral, including the Marks, together with the goodwill of the business symbolized by the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of even date herewith, Borrower does hereby collaterally assign and grant to the Secured Party a lien and security interest in and to the Marks, all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule I, together with the goodwill of the business symbolized by the Marks and together with all of Borrower’s right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, which assignment and security interest shall secure the prompt payment and performance in full when due of the Secured Obligations, as set forth in the Security Agreement.

Borrower hereby acknowledges and affirms that the security interest granted in this Agreement is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement and those rights and remedies of the Secured Party which are now or subsequently available to the Secured Party as a matter of law or equity.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by an authorized officer of Borrower.

PLASTOCEL INC.

By: Alan Stall

Name: Alan Stall

Title: CEO

[Signature Page to Trademark Collateral Security Agreement]

SCHEDULE I
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT

U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None			

U.S. Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Plastocel, Inc.	PLASTOCEL	77864488	11/4/09