

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hilex Poly Co. LLC		12/17/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	350 South Beverly Drive, Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1423948	QUIKMATE	
Registration Number:	1429267	ROLLMATE	
Registration Number:	1677625	ENVIROMULCH	
Registration Number:	1524470	MINIMATE	
Registration Number:	1524547	ROLLMATE II	
Registration Number:	1653101	JAWS	
Registration Number:	1699137	ONE TOUCH	
Registration Number:	1766706	QUIKMATE EZ	
Registration Number:	1855172	QUIKMATE MINI	
Registration Number:	2132866	QUIKTAB	
Registration Number:	2316520	QUIKSTAR	
Registration Number:	2911503	QUIKSERV	
Registration Number:	2987866	HPC HILEX	
Registration Number:	3088176	BAG-2-BAG	

TRADEMARK

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CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Magdalini Rizakos

Signature:

/mr/

Date:

12/18/2009

Total Attachments: 6

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AMENDED AND RESTATED SECOND LIEN
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of December 17, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Second Lien Credit Agreement, dated as of December 17, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Hilex Poly Co. LLC (the "Borrower"), the other Credit Parties party thereto, the Lenders from time to time party thereto and GE Capital, as agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks (other than intent-to-use trademark and service mark applications to the extent that, and solely during the period if the grant of a security interest therein prior to the registration of the mark would impair the validity or enforceability of the resulting trademark registration) and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

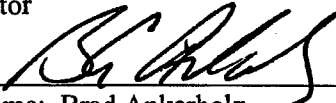
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

HILEX POLY CO. LLC,
as Grantor

By: 

Name: Brad Ankerholz

Title: Chief Financial Officer

[Signature Page to Amended and Restated Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Eric Watson

Title: Duly Authorized Signatory

SCHEDULE I
TO
AMENDED AND RESTATED SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Company	Country	Trademark	Serial Number	Filing Date	Application or Registration No.	Registration Date
Hilex Poly Co. LLC	USA	QUIKMATE	73601765	06/02/86	1423948	01/06/87
Hilex Poly Co. LLC	USA	ROLLMATE	73610399	07/21/86	1429267	02/17/87
Hilex Poly Co. LLC	USA	ENVIROMULCH	74141057	02/21/91	1677625	02/14/89
Hilex Poly Co. LLC	USA	MINIMATE	73729431	05/10/88	1524470	02/14/89
Hilex Poly Co. LLC	USA	ROLLMATE II	73740971	07/12/88	1524547	02/14/89
Hilex Poly Co. LLC	USA	JAWS	74052071	04/23/90	1653101	08/06/91
Hilex Poly Co. LLC	USA	ONE TOUCH	74174033	06/05/91	1699137	07/07/92
Hilex Poly Co. LLC	USA	QUIKMATE EZ	74240965	01/28/92	1766706	04/20/93
Hilex Poly Co. LLC	USA	QUIKMATE MINI	74368277	03/16/93	1855172	09/20/94
Hilex Poly Co. LLC	USA	QUIKTAB	75278309	04/08/97	2132866	01/27/98
Hilex Poly Co. LLC	USA	QUIKSTAR	75627557	01/19/99	2316520	02/08/00

Company	Country	Trademark	Serial Number	Filing Date	Application or Registration No.	Registration Date
Hilex Poly Co. LLC	USA	QUIKSERV	76508523	04/23/03	2911503	12/14/04
Hilex Poly Co. LLC	USA	HPC HILEX (stylized)	76556958	11/05/03	2987866	08/23/05
Hilex Poly Co. LLC	USA	BAG-2-BAG	76622912	12/01/04	3088176	05/02/06

2. TRADEMARK APPLICATIONS

None.