

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
MULTI-PLASTICS, INC.		01/28/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	231 S. LaSalle		
Internal Address:	Mail Code: II1-231-10-41		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3457594	ENVIROSAFE	
Registration Number:	2409448	SPECTRALITE	
Registration Number:	2523631	OCR PREFERRED	
Registration Number:	0895268	ZELAR	
Registration Number:	1855767		
Registration Number:	1202021	EWF	
Registration Number:	1378093	LCF	
Serial Number:	77751686	DIVERSASEAL	
CORRESPONDENCE DATA			
Fax Number:	(415)393-9887		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	216.479.8500		
Email:	trademark@ssd.com		
Correspondent Name:	Laura E. Hoag		

900153560

TRADEMARK
 REEL: 004141 FRAME: 0265

CH \$215.00 3457594

Address Line 1: Squire, Sanders & Dempsey L.L.P.
Address Line 2: 4900 Key Tower, 127 Public Square
Address Line 4: Cleveland, OHIO 44114-1304

ATTORNEY DOCKET NUMBER: 034735.00033

NAME OF SUBMITTER: Laura E. Hoag

Signature: /LEH/

Date: 02/01/2010

Total Attachments: 5

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EXECUTION VERSION

Trademark Security Agreement

Trademark Security Agreement, dated as of January 28, 2010, by MULTI-PLASTICS, INC., an Ohio corporation, MULTI-PLASTICS EXTRUSIONS, INC., an Ohio corporation, and MPI HOLDINGS, INC., an Ohio corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

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SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor 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,

MULTI-PLASTICS, INC.

By: 

Name: John R. Parsio Jr.
Title: Executive Vice President

MULTI-PLASTICS EXTRUSIONS, INC.

By: 

Name: John R. Parsio Jr.
Title: President

MPI HOLDINGS, INC.

By: 

Name: John R. Parsio
Title: President

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: Kimberly Dennis
Title: Senior Vice President, Commercial Banking

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IN WITNESS WHEREOF, each Pledgor 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,

MULTI-PLASTICS, INC.

By: _____
Name: John R. Parsio Jr.
Title: Executive Vice President

MULTI-PLASTICS EXTRUSIONS, INC.

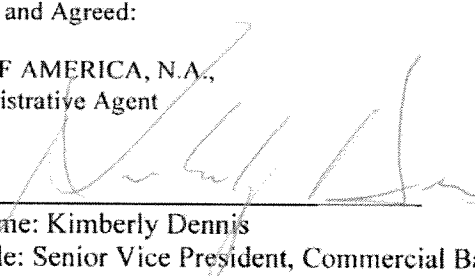
By: _____
Name: John R. Parsio Jr.
Title: President

MPI HOLDINGS, INC.

By: _____
Name: John R. Parsio
Title: President

Accepted and Agreed:


BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name: Kimberly Dennis
Title: Senior Vice President, Commercial Banking

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Multi-Plastics, Inc.	3,457,594	EnviroSafe
Multi-Plastics, Inc.	2,409,448	Spectralite
Multi-Plastics, Inc.	2,523,631	OCR Preferred
Multi-Plastics, Inc.	0,895,268	Zelar
Multi-Plastics, Inc.	1,855,767	 Logo
Multi-Plastics, Inc.	1,202,021	EWf
Multi-Plastics, Inc.	1,378,093	LCF
Multi-Plastics, Inc.	Canadian 372,177	MULTI-PLASTICS
Multi-Plastics Extrusions, Inc.	2,765,274	SEALPET

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Multi-Plastics, Inc.	Serial No. 77751686	DiversaSeal

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