

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of a Lien and Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Multi-Plastics, Inc.		01/28/2010	CORPORATION: OHIO
Multi-Plastics Extrusions, Inc.		01/28/2010	CORPORATION: OHIO
MPI Holdings, Inc.		01/28/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Reynolds Packaging Inc.
Street Address:	6641 W. Broad Street
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23230
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

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
Registration Number:	2765274	SEALPET
Serial Number:	77751686	DIVERSASEAL

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900154924

**TRADEMARK
 REEL: 004150 FRAME: 0551**

CH \$240.00 3457594

Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Elliott Blanchard, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

23091-1036

NAME OF SUBMITTER:

Elliott Blanchard, Esq.

Signature:

/Elliott Blanchard/

Date:

02/17/2010

Total Attachments: 5

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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 REYNOLDS PACKAGING INC. (the “Holder”).

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 Holder 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 Holder to enter into the Note, the Pledgors hereby agree with the Holder 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 Holder 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 Holder pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Holder 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 Holder shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Holder 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. Subordination Agreement. Notwithstanding anything herein to the contrary, it is the understanding of the parties that the Liens granted pursuant to this Trademark Security Agreement shall be subject and subordinate to the Liens granted to the Administrative Agent to secure the obligations pursuant to the Credit Agreement as and to the extent provided in the Subordination Agreement. Notwithstanding anything herein to the contrary, the Liens granted to the Holder pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Holder hereunder are subject to the provisions of the Subordination Agreement. In the event of any conflict between the terms of the Subordination Agreement and this Trademark Security Agreement, the terms of the Subordination Agreement shall govern and control.

SECTION 6. 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: _____

Title: _____

Executive V.P.

MULTI-PLASTICS EXTRUSIONS, INC.

By: _____

Name: _____

Title: _____

President

MPI HOLDINGS, INC.

By: _____

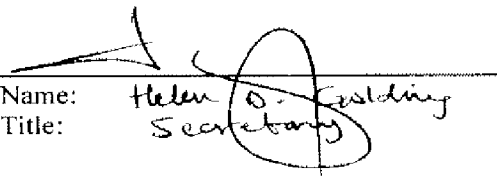
Name: _____

Title: _____

Michael T. Hickory
Secretary

Accepted and Agreed:

REYNOLDS PACKAGING INC.,
as Holder

By: 
Name: Helen O. Galding
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004150 FRAME: 0556

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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