

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Patent and Trademark Security Agreement recorded on R/F 3078-0288

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inteplast Group, Ltd.		05/26/2010	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	Mega International Commercial Bank, Co., Ltd.
Street Address:	333 San Carlos Street, Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95110
Entity Type:	CORPORATION: TAIWAN

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2786606	INTEPLUS
Registration Number:	2825074	INTECEL
Registration Number:	2794892	INTEPRO
Registration Number:	2773751	INTEFOAM
Registration Number:	2724251	TUF BOARD
Registration Number:	2713836	IDEAL PRO-LINE
Registration Number:	2447621	DRAW-TUFF
Registration Number:	3719327	AQUAPERM
Registration Number:	3461633	RACK 'N SAC
Registration Number:	3524868	WORLD OF GREEN PLASTICS
Registration Number:	3441752	PELLIKO
Registration Number:	3494594	P TACKMASTER
Registration Number:	3524767	WORLD OF PLASTICS

CH \$740.00 2786606

900163265

**TRADEMARK
 REEL: 004214 FRAME: 0310**

Registration Number:	3259906	WORLD OF FILMS
Registration Number:	3267976	LOADSTAR
Registration Number:	3236761	GRIP 'N GO TEAR HERE · OPEN HERE · · OPEN HERE · TEAR HERE PATENT PENDING
Registration Number:	3113013	GET REDDI
Registration Number:	3048935	P AMTOPP X-TREME
Registration Number:	1853854	INTEPLAST
Registration Number:	1874435	P
Serial Number:	77963389	TUF DECK
Serial Number:	77961550	INTE-FIT
Serial Number:	77952819	GREENCEMENT - THE MATERIAL THAT CHANGES EVERYTHING
Serial Number:	77943323	GREENCERAMICS
Serial Number:	76701669	FRESH 4 YOU
Serial Number:	77858344	ALUMASIL
Serial Number:	76698750	FRESH 2 GO
Serial Number:	77577352	BARRIER-BAC
Serial Number:	77576503	BARRIER-BAC

CORRESPONDENCE DATA

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415-268-7000
Email: jdecker@mofo.com
Correspondent Name: Lynn M. Humphreys
Address Line 1: 425 Market Street
Address Line 2: Morrison & Foerster LLP
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	26486-18
NAME OF SUBMITTER:	/Lynn M. Humphreys/
Signature:	/Lynn M. Humphreys/
Date:	05/27/2010

Total Attachments: 9
source=26486-18 - Amendment to Patent Security Agreement#page1.tif
source=26486-18 - Amendment to Patent Security Agreement#page2.tif
source=26486-18 - Amendment to Patent Security Agreement#page3.tif
source=26486-18 - Amendment to Patent Security Agreement#page4.tif
source=26486-18 - Amendment to Patent Security Agreement#page5.tif

TRADEMARK
REEL: 004214 FRAME: 0311

source=26486-18 - Amendment to Patent Security Agreement#page6.tif
source=26486-18 - Amendment to Patent Security Agreement#page7.tif
source=26486-18 - Amendment to Patent Security Agreement#page8.tif
source=26486-18 - Amendment to Patent Security Agreement#page9.tif

AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement (this "Amendment"), dated as of May 26, 2010, is executed by INTEPLAST GROUP, LTD., a Texas limited partnership (the "Grantor"), having its principal offices at 9 Peach Tree Hill Road, Livingston, NJ 07039, and MEGA INTERNATIONAL COMMERCIAL BANK, CO., LTD., SILICON VALLEY BRANCH (successor by merger to Chiao Tung Bank, Silicon Valley Branch), as agent for the Banks referred to below (in such capacity, the "Agent"), having its principal offices at 333 W. San Carlos Street, Suite 100, San Jose, California 95110.

RECITALS

WHEREAS, the Grantor and Mega International Commercial Bank Co., Ltd., as the Agent (under its former name Chiao Tung Bank, Silicon Valley Branch) are parties to that certain Security Agreement, dated as of May 2, 2005, as amended pursuant to that certain Amendment and Consent to Secured Revolving Credit, Term Loan and Letter of Credit Agreement and Security Agreement, dated as of December 31, 2007 (as amended, the "Existing Security Agreement"), entered into pursuant to that certain Secured Revolving Credit, Term Loan and Letter of Credit Agreement, dated as of March 31, 2005, executed by and among the Grantor, the Agent, certain financial institutions as lenders, and certain other parties, as amended pursuant to that certain Amendment and Consent to Secured Revolving Credit, Term Loan and Letter of Credit Agreement and Security Agreement, dated as of December 31, 2007 (as amended, the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Security Agreement, the Grantor and the Agent entered into a certain Patent and Trademark Security Agreement, dated as of May 2, 2005 (the "Patent and Trademark Security Agreement");

WHEREAS, the Grantor, certain financial institutions as lenders (the "Banks") and the Agent have agreed to amend and restate the Existing Credit Agreement pursuant to that certain Amended and Restated Secured Revolving Credit and Term Loan Credit Agreement, dated as of the date hereof (as amended and restated, and as further amended, modified, renewed, extended or amended and restated from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Grantor and the Agent have agreed to amend and restate the Existing Security Agreement pursuant to that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended and restated, and as further amended, modified, renewed, extended or amended and restated from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement, it is a condition that the Grantor ratify and amend the Patent and Trademark Security Agreement; and

WHEREAS, the Grantor and the Agent wish to ratify and amend the Patent and Trademark Security Agreement to revise certain provisions, redefine certain terms and to update the Schedules to the Patent and Trademark Security Agreement.

NOW, THEREFORE, the Grantor and the Agent agree as follows:

SECTION 1. Definitions; Interpretations. Capitalized terms used but not defined in this Amendment (including in the Recitals) shall have the meanings set forth in the Patent and Trademark Security Agreement, and if not defined in the Patent and Trademark Security Agreement, as defined in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Amendments the Patent and Trademark Security Agreement.

(a) Amendments to Defined Terms.

(i) In the Patent and Trademark Security Agreement, the term "Credit Agreement" shall hereinafter refer to the Amended and Restated Credit Agreement, dated as of May 26, 2010, by and among the Grantor, certain financial institutions party thereto and the Agent, as amended and restated, and as further modified, renewed, extended or amended and restated from time to time.

(ii) In the Patent and Trademark Security Agreement, the term "Security Agreement" shall hereinafter refer to the Amendment and Restated the Security Agreement, dated as of May 26, 2010, by and among the Grantor and the Agent, as amended and restated, and as further modified, renewed, extended or amended and restated from time to time.

(b) Replaced Schedules to Patent and Trademark Security Agreement. The following attachments to this Amendment shall replace the Schedules to the Patent and Trademark Security Agreement.

(i) Attachment 1 to this Amendment, Schedule A to the Patent and Trademark Security Agreement (Issued U.S. Patents of the Grantor) shall amend and replace in full the existing Schedule A to the Patent and Trademark Security Agreement.

(ii) Attachment 2 to this Amendment, Schedule B to the Patent and Trademark Security Agreement (Pending U.S. Patent Applications of the Grantor), shall amend and replace in full the existing Schedule B to the Patent and Trademark Security Agreement.

(iii) Attachment 3 to this Amendment, Schedule C to the Patent and Trademark Security Agreement (U.S. Trademarks of the Grantor) shall amend and replace in full the existing Schedule C to the Patent and Trademark Security Agreement.

(iv) Attachment 4 to this Amendment, Schedule D to the Patent and Trademark Security Agreement (Pending U.S. Trademark Applications of the Grantor), shall replace the existing Schedule D to the Patent and Trademark Security Agreement.

(c) Additional Amendments to Patent and Trademark Security Agreement.

(i) All references to "Issuing Bank", "Letters of Credit", and "L/C Obligations" are hereby deleted from the Patent and Trademark Security Agreement.

(ii) Section 2(a)(v) of the Patent and Trademark Security Agreement is hereby amended to read in its entirety as follows:

"all accounts, all intangible intellectual or other similar property and other general intangibles and rights to payment associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral;"

SECTION 3. Miscellaneous.

(a) Recording. The Agent may record this Amendment with the Patent Office, at the expense of the Grantor.

(b) Ratification. Except as herein expressly amended and supplemented, all of the terms and provisions of the Patent and Trademark Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

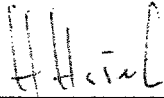
(c) Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS UNDER THE PATENT AND TRADEMARK SECURITY AGREEMENT, OR THE REMEDIES THEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

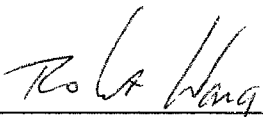
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

THE GRANTOR

INTEPLAST GROUP, LTD., a Texas limited partnership

BY: AMTOPP CORPORATION,
Its Managing General Partner

By: 
Name: Homer Hsieh
Title: President

By: 
Name: Robert Wang
Title: Assistant Vice President & Treasurer
Inteplast Group, Ltd.

Address:

Inteplast Group, Ltd.
9 Peach Tree Hill Road
Livingston, New Jersey 07039
Attn.: Robert Wang
Fax No.: (973) 740-8293
Email: rwang@inteplast.com

S-1.

[Amendment to Inteplast Patent and Trademark Security Agreement] [1.9.1]
sf-2826050

TRADEMARK
REEL: 004214 FRAME: 0316

THE AGENT

MEGA INTERNATIONAL COMMERCIAL BANK, CO.,
LTD., SILICON VALLEY BRANCH (successor by merger to
Chiao Tung Bank, Silicon Valley Branch), as Agent

By: 

Name: Kuang Hua Wei

Title: Senior Vice President & General Manager

Address:

333 W. San Carlos Street, Suite 100
San Jose, California 95110
Attn.: Christine Ma – Deputy Manager
Fax No.: (408) 283-1678
Email: ctbsvb@aol.com

S-2.

[Amendment to Inteplast Patent and Trademark Security Agreement]
sf-2826050

[1.9.1]

Attachment 1

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
US 6,759,114	7/6/2004	Inteplast Group, Ltd.	Light weight board of improved surface flatness and process for production thereof
US 6,481,594	11/19/2002	Inteplast Group, Ltd.	Roll mounted T-shirt style produce bag and dispensers for same
US 6,382,429	5/7/2002	Inteplast Group, Ltd.	Adapter for dispensing rack for T-shirt style bags with rupturable tab opening
US 6,149,007	11/21/2000	Inteplast Group, Ltd.	Central handled co-extruded stiff polyethylene bag stack and method of making same
US 6,079,877	6/27/2000	Inteplast Group, Ltd.	Plastic bag with triangular cut tabs
US 5,979,655	11/9/1999	Inteplast Group, Ltd.	Plastic bag stack with special tab opening
US 5,967,662	10/19/1999	Inteplast Group, Ltd.	Instant pull T-shirt bag stack and method of manufacturing same
US 7337591	3/04/2008	Inteplast Group, Ltd.	Building Construction System
US 7054587	5/30/2006	Inteplast Group, Ltd.	Image forming apparatus for recording on two sides in a single pass.

Attachment 2

SCHEDULE B
to the Patent and Trademark Security Agreement

Pending U.S. Patent Applications of the Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor/ Assignee</u>	<u>Title</u>
US20030215613A1	11/20/2003	Inteplast Group, Ltd.	Light weight board of improved surface flatness and process for production thereof
US20020160896A1	10/31/2002	Inteplast Group, Ltd.	Roll mounted t-shirt style produce bag method for making and dispenser for same
US20050031384A1	02/10/2005	Inteplast Group, Ltd.	Image forming apparatus for recording on two sides in a single pass
US 20080003869	1/03/2008	Inteplast Group, Ltd.	Extruded thermoplastic boards having enhanced mechanical strength
US 20080003870	1/3/2008	Inteplast Group, Ltd.	Process for preparation of extruded thermoplastic boards having enhanced mechanical strength
US 20080296794	12/4/2008	Inteplast Group, Ltd.	Underwater palletizing machine and method of extruding foamed thermoplastic pellets.
US 20090317650	12/24/2009	Inteplast Group, Ltd.	Cross laminated elastic film.

Attachment 3

SCHEDULE C
to the Patent and Trademark Security Agreement

U.S. Trademarks of the Grantor

Registration No.	Registration Date	Filing Date	Registered Owner	Mark
2786606	11/25/2003	1/9/2003	Inteplast Group, Ltd.	INTEPLUS
2825074	3/23/2004	11/26/2002	Inteplast Group, Ltd.	INTECEL
2794892	12/16/2003	1/9/2003	Inteplast Group, Ltd.	INTEPRO
2773751	10/14/2003	12/13/2002	Inteplast Group, Ltd.	INTEFOAM
2724251	6/10/2003	6/18/2002	Inteplast Group, Ltd.	TUF BOARD
2713836	5/6/2003	11/3/1999	Inteplast Group, Ltd.	IDEAL PRO-LINE
2447621	5/1/2001	11/8/1999	Inteplast Group, Ltd.	DRAW-TUFF
3719327	12/1/2009	3/7/2008	Inteplast Group, Ltd.	AQUAPERM
3461633	7/8/2008	11/9/2007	Inteplast Group, Ltd.	RACK 'N SAC
3524868	10/28/2008	3/9/2007	Inteplast Group, Ltd.	WORLD OF GREEN PLASTICS
3441752	6/3/2008	3/1/2007	Inteplast Group, Ltd.	PELLIKO
3494594	9/2/2008	1/30/2007	Inteplast Group, Ltd.	P TACKMASTER
3524767	10/28/2008	1/8/2007	Inteplast Group, Ltd.	WORLD OF PLASTICS
3259906	7/10/2007	12/8/2006	Inteplast Group, Ltd.	WORLD OF FILMS
3267976	7/24/2007	8/22/2006	Inteplast Group, Ltd.	LOADSTAR
3236761	5/1/2007	5/4/2006	Inteplast Group, Ltd.	GRIP 'N GO TEAR HERE OPEN HERE TEAR HERE PATENT PENDING
3113013	7/4/2006	12/3/2004	Inteplast Group, Ltd.	GET REDDI
3048935	1/24/2006	5/21/2004	Inteplast Group, Ltd.	P AMTOPP X-TREME
1853854	9/13/1994	2/16/1993	Inteplast Group, Ltd.	INTEPLAST
1874435	1/17/1995	2/16/1993	Inteplast Group, Ltd.	P

Attachment 4

SCHEDULE D
to the Patent and Trademark Security Agreement
Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
77963389	3/19/2010	Inteplast Group, Ltd.	TUF DECK
77961550	3/17/2010	Inteplast Group, Ltd.	INTE-FIT
77952819	3/8/2010	Inteplast Group, Ltd.	GREENCEMENT - THE MATERIAL THAT CHANGES EVERYTHING
77943323	2/24/2010	Inteplast Group, Ltd.	GREENCERAMICS
76701669	2/18/2010	Inteplast Group, Ltd.	FRESH 4 YOU
77858344	10/27/2009	Inteplast Group, Ltd.	ALUMASIL
76698750	7/31/2009	Inteplast Group, Ltd.	FRESH 2 GO
77577352	9/24/2008	Inteplast Group, Ltd.	BARRIER-BAC
77576503	9/23/2008	Inteplast Group, Ltd.	BARRIER-BAC