

# 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
Bonar Plastics, Inc.		10/13/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3765059	PRO-KUBE	
Registration Number:	3610030	MONSTERCOMBO	
Registration Number:	3312344	BONAR PLASTICS	
Registration Number:	3332635	MONSTERCOMBO	
Registration Number:	3337156	POLAR MERCHANDISER	
Registration Number:	2553071	TWO-CAN THE ORIGINAL SPLIT CONTAINER AUTOMATED RE CYCLING SYSTEM	
Registration Number:	2553068	TWO-CAN	
Registration Number:	2288352	POLAR	
Registration Number:	2022749	THE BONAR BOX	
Registration Number:	1913345	PAYLOADER	
Registration Number:	1614904	RE-BOX	
Registration Number:	2872965	SUV CARGO CADDY	
CORRESPONDENCE DATA			

CH \$315.00 3765059

900173967

TRADEMARK  
REEL: 004296 FRAME: 0136

Fax Number: (312)577-4688

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

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

207170-00311

NAME OF SUBMITTER:

Carole Dobbins

Signature:

/Carole Dobbins/

Date:

10/13/2010

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2010, 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, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of September 30, 2008 (as the same has been or may hereafter be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of July 17, 2008 in favor of the Agent (as amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each 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, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the 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 the Agent for the benefit of the Secured Parties, and grants to the 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 Excluded Property), 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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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,

**BONAR PLASTICS, INC.**, an Illinois corporation,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_




ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**,  
as Agent

By: *Daniel J. Landis*  
Name: Daniel J. Landis  
Title: Duly Authorized Signatory


**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

U.S. Federal Trademark/Service Mark Registrations:


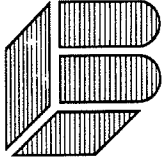


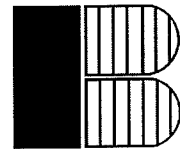
Trademark	Registration No.	Registration Date	Recorded Owner
PRO-KUBE	3765059	March 23, 2010	Bonar Plastics, Inc.
MONSTERCOMBO & Design 	3610030	April 21, 2009	Bonar Plastics, Inc.
BONAR PLASTICS	3312344	October 16, 2007	Bonar Plastics, Inc.
MONSTERCOMBO	3332635	November 6, 2007	Bonar Plastics, Inc.
POLAR MERCHANDISER & Design 	3337156	November 13, 2007	Bonar Plastics, Inc.
TWO-CAN THE ORIGINAL SPLIT CONTAINER AUTOMATED RE CYCLING SYSTEM & Design 	2553071	March 26, 2002	Bonar Plastics, Inc.
TWO-CAN	2553068	March 26, 2002	Bonar Plastics, Inc.
POLAR	2288352	October 26, 1999	Bonar Plastics, Inc.
THE BONAR BOX	2022749	December 17, 1996	Bonar Plastics, Inc.
PAYLOADER	1913345	August 22, 2005	Bonar Plastics, Inc.
RE-BOX	1614904	September 25, 1990	Bonar Plastics, Inc.

Trademark	Registration No.	Registration Date	Recorded Owner
			Inc.
SUV CARGO CADDY	2872965	August 10, 2004	Bonar Plastics, Inc.

Canada Trademark Registrations:

Trademark	Registration No.	Registration Date	Recorded Owner
MONSTERCOMBO	TMA750603	October 20, 2009	Bonar Plastics, Inc.
TWO-CAN THE ORIGINAL SPLIT CONTAINER AUTOMATED RE CYCLING SYSTEM & Design 	TMA584198	June 23, 2003	Bonar Plastics, Inc.
TWO-CAN	TMA548495	July 23, 2001	Bonar Plastics, Inc.
BONAR	TMA457592	May 24, 1996	Bonar Plastics, Inc.
PAYLOADER & Design <b>Payloader</b>	TMA428962	June 17, 1994	Bonar Plastics, Inc.
BONAR	TMA417473	September 24, 1993	Bonar Plastics, Inc.
PAYLOADER	TMA416478	September 3, 1993	Bonar Plastics, Inc.
ROSEDALE	TMA411560	April 23, 1993	Bonar Plastics, Inc.
THE BONAR BOX	TMA420619	December 10, 1993	Bonar Plastics, Inc.
RAINBANK	TMA407446	January 29, 1993	Bonar Plastics, Inc.
RE-BOX	TMA398855	June 5, 1992	Bonar Plastics, Inc.
POLY PAYLOADER	TMA333445	October 23, 1987	Bonar Plastics, Inc.
B Design	TMA273322	October 29,	Bonar Plastics,



Trademark	Registration No.	Registration Date	Recorded Owner
		1982	Inc.
B & Design 	TMA282116	August 5, 1983	Bonar Plastics, Inc.
R Design 	TMA257271	March 27, 1981	Bonar Plastics, Inc.
R Design 	TMA257272	March 27, 1981	Bonar Plastics, Inc.
B Design 	TMA246497	June 13, 1980	Bonar Plastics, Inc.
BONAGRIP	TMA180728	January 14, 1972	Bonar Plastics, Inc.
BONAROLL	TMA132629	September 6, 1963	Bonar Plastics, Inc.

U.S. Federal Trademark/Service Mark Applications:

None.