

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HILEX POLY CO. LLC		11/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	350 S. Beverly Drive, Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3420686	ENVIRO COUNT	
Registration Number:	3420687	ENVIRO COUNT RACK & BAG SYSTEM	
Registration Number:	3088176	BAG-2-BAG	
Registration Number:	2987866	HPC HILEX	
Registration Number:	2911503	QUIKSERV	
Registration Number:	2316520	QUIKSTAR	
Registration Number:	2132866	QUIKTAB	
Registration Number:	1855172	QUIKMATE MINI	
Registration Number:	1766706	QUIKMATE EZ	
Registration Number:	1699137	ONE TOUCH	
Registration Number:	1677625	ENVIROMULCH	
Registration Number:	1653101	JAWS	
Registration Number:	1524547	ROLLMATE II	

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TRADEMARK  
 REEL: 004418 FRAME: 0898

Registration Number:	1524470	MINIMATE
Registration Number:	1429267	ROLLMATE
Registration Number:	1423948	QUIKMATE

#### CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

Phone: 714-540-1235

Email: ipdocket@lw.com, kristin.azcona@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 Town Center Drive, 20th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	035060-0013
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NAME OF SUBMITTER:	Kristin J. Azcona
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Signature:	/kja/
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Date:	11/19/2010
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#### Total Attachments: 7

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SECOND AMENDED AND RESTATED REVOLVING CREDIT  
TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED REVOLVING CREDIT TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of November 19, 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, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Amended and Restated Revolving Credit Agreement, dated as of November 19, 2010 (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 and the L/C Issuers from time to time party thereto and GE Capital, as agent, the Lenders and the L/C Issuers 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 a Second Amended and Restated Revolving Credit 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, the L/C Issuers and 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 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 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), 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 subject to a security interest hereunder.

Section 5. Restatement of Existing Trademark Security Agreements. Upon execution of this Trademark Security Agreement, (i) that certain Revolving Credit Trademark Security Agreement dated as of July 9, 2008 by Grantors in favor of Agent, which was recorded in the United States Patent and Trademark Office as Reel 3814, Frame 0035, and that certain Amended and Restated Trademark Security Agreement dated as of December 17, 2009 by Grantors in favor of Agent, which was recorded in the United States Patent and Trademark Office as Reel 4116, Frame 0243 (collectively, the "Existing Agreements"), shall be deemed to be amended and restated in their entireties in the form hereof, (ii) all Obligations secured by the Existing Agreements, to the extent such Obligations remain outstanding, shall be deemed to be secured or continued to be secured hereunder, (iii) the Liens in favor of Agent under the Existing Agreements shall remain in full force and effect and shall be continuing with respect to the Obligations, and (iv) all references in any Loan Documents to either Existing Agreement shall be deemed without further amendment to refer to this Trademark Security Agreement. The parties acknowledge and agree that this Trademark Security Agreement does not constitute a termination of the security interests granted pursuant to the Existing Agreements and that

all such security interests are in all respects continued under this Trademark Security Agreement, with only the terms being modified from and after the date hereof as provided herein.

Section 6. 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 7. 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.


Section 8. Subject to Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Trademark Security Agreement in any "Term Loan Priority Collateral" (as defined in the Intercreditor Agreement referred to below) and the exercise of any right or remedy by the Agent with respect to any Term Loan Priority Collateral hereunder are subject to the provisions of the Intercreditor Agreement dated as of November 19, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among HLX PLY Investors Holding Corp., a Delaware corporation, Hilex Poly Co. LLC, a Delaware limited liability company, the other Grantors from time to time party thereto, Agent, as ABL Security Agent, and Deutsche Bank Trust Company Americas, as Term Loan Security Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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: Stan Bikulege

Title: President & Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name: Eric Watson  
Title: Duly Authorized Signatory

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

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:  
Title:

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  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Appl. No.	Reg. No.	Status
ENVIRO COUNT	78953772	3420686	Registered
	78953781	3420687	Registered
BAG-2-BAG	76622912	3088176	Registered
	76556958	2987866	Registered
QUICKSERV	76508523	2911503	Registered
QUICKSTAR	75627557	2316520	Registered
QUIKTAB	75278309	2132866	Registered
QUIKMATE MINI	74368277	1855172	Registered
QUIKMATE EZ	74240965	1766706	Registered

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Trademark	Appl. No.	Reg. No.	Status
ONE TOUCH	74174033	1699137	Registered
ENVIROMULCH	74141057	1677625	Registered
JAWS	74052071	1653101	Registered
ROLLMATE II	73740971	1524547	Registered
MINIMATE	73729431	1524470	Registered
ROLLMATE	73610399	1429267	Registered
QUICKMATE	73601765	1423948	Registered

## 2. TRADEMARK APPLICATIONS

None.