

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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:	Deutsche Bank Trust Company Americas, as security agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: NEW YORK		
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	
Registration Number:	1524470	MINIMATE	

TRADEMARK

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Registration Number:	1429267	ROLLMATE
Registration Number:	1423948	QUIKMATE

# CORRESPONDENCE DATA

Fax Number: (212)354-8113

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

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0586
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NAME OF SUBMITTER:	Frances B. Cutajar
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Signature:	/Frances B. Cutajar/
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Date:	11/22/2010
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## Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS 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 Deutsche Bank Trust Company Americas, as security agent (in such capacity, together with its successors and permitted assigns, the "Security Agent") for the Secured Creditors (as defined in the Guaranty and Security Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the 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 from time to time party thereto and Deutsche Bank Trust Company Americas, as administrative agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of November 19, 2010 in favor of the Security Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured 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 Security Agent and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Security 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 Security Agent for the benefit of the Secured Creditors, and grants to the Security Agent for the benefit of the Secured Creditors 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 I 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 Security Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Security 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. 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.

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Security Agent pursuant to this Trademark Security Agreement in any ABL Priority Collateral and the exercise of any right or remedy by the Security Agent with respect to any ABL Priority Collateral hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this 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:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Security Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page to Trademark Security Agreement*

TRADEMARK  
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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.

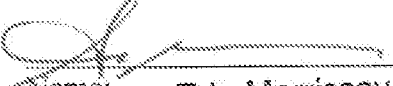
Very truly yours,

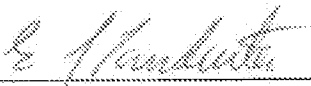
HILEX POLY CO. LLC  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Security Agent

By:   
Name: Erin Morrissey  
Title: Vice President

By:   
Name: Enrique Landaeta  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Appl. No.	Reg. No.	Status
ENVIRO COUNT	78953772	3420686	Registered
 RACK & BAG SYSTEM	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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NEWYORK 7934743 (2K)

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
QUIKMATE	73601765	1423948	Registered

## 2. TRADEMARK APPLICATIONS

None.