

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phillips Plastics Corporation		12/10/2010	CORPORATION: WISCONSIN
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: 15			
Property Type	Number	Word Mark	
Serial Number:	77829645	VUECOAT	
Registration Number:	3332902	ALTERFORM	
Registration Number:	3176288		
Registration Number:	2459893		
Registration Number:	3173398	GREASE-STOP	
Registration Number:	3284734	GREASE-STOP COMBO	
Registration Number:	3406083	GREASE-STOP SOLO	
Registration Number:	2435446	ORIGEN	
Registration Number:	3137859	PHILLIPS	
Registration Number:	3119146	PHILLIPS PLASTICS CORPORATION	
Registration Number:	3625558	TOTAL SOLUTIONS FROM DESIGN THROUGH DISTRIBUTION	
Registration Number:	2981920	CAPTRATE	
Registration Number:	1213292	PINETREE	
Registration Number:	1249007	R-LOK	

CH \$390.00 77829645

900178511

TRADEMARK
 REEL: 004429 FRAME: 0926

Registration Number:	1231133	TUFLOK
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CORRESPONDENCE DATA

Fax Number: (312)577-8816

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

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-386
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NAME OF SUBMITTER:	Oscar Ruiz
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Signature:	/Oscar Ruiz/
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Date:	12/11/2010
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2010, is made by Phillips Plastics Corporation, a Wisconsin corporation (the "Grantor"), 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 Credit Agreement, dated as of December 10, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower, Holdings, the other Credit Parties party thereto, 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 Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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 Grantor thereunder, 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. 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 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 Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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 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.

Section 4. Grantor Remains Liable. The Agent and Grantor hereby agree that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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.

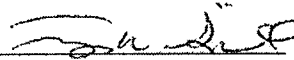
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,


PHILLIPS PLASTICS CORPORATION, a
Wisconsin corporation, as Grantor

By: 
Name: Thomas R. Schinella
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: 



Its: Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. TRADEMARK APPLICATIONS

Trademark Name	Application Number	Application Date
VUECOAT	77829645	18-Sep-2009

2. TRADEMARK REGISTRATIONS

Trademark Name	Design Image	Registration Number	Registration Date
ALTERFORM		3332902	6-Nov-2007
(Only as Design)		3176288	28-Nov-2006
(Only as Design)		2459893	12-Jun-2001
GREASE-STOP		3173398	21-Nov-2006
GREASE-STOP COMBO		3284734	28-Aug-2007
GREASE-STOP SOLO		3406083	1-Apr-2008
ORIGEN		2435446	13-Mar-2001
PHILLIPS		3137859	5-Sep-2006
PHILLIPS PLASTICS CORPORATION		3119146	25-Jul-2006
TOTAL SOLUTIONS FROM DESIGN THROUGH DISTRIBUTION		3625558	26-May-2009
CAPTRATE		2981920	8/2/05
PINETREE		1213292	10/19/82
R-LOK		1249007	8/23/83
TUFLOK		1231133	3/15/83