

**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
Elkay Plastics Co., Inc.		01/20/2011	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Union Bank, N.A.
Street Address:	445 S. Figueroa Street, 15th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	1715579	PLASTRONIC
Registration Number:	1715580	'LECTRO STAT
Registration Number:	1715578	ELKAY
Registration Number:	1711612	LK
Registration Number:	2140942	KWIK-FILL
Registration Number:	1970305	LAB-LOC
Registration Number:	3572169	TUF-R
Registration Number:	3671731	HEADER PAK

**CORRESPONDENCE DATA**

Fax Number: (949)720-0182  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 949-224-6282  
 Email: trademark@buchalter.com  
 Correspondent Name: Sandra P. Thompson  
 Address Line 1: 18400 Von Karman Ave., Suite 800

**900181872**

**TRADEMARK  
 REEL: 004457 FRAME: 0788**

**CH \$215.00 1715579**

Address Line 4: Irvine, CALIFORNIA 92612-0514

ATTORNEY DOCKET NUMBER: U2310-0254

NAME OF SUBMITTER: Sandra P. Thompson

Signature: /Sandra P. Thompson/

Date: 01/20/2011

Total Attachments: 8  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Elkay Plastics Co., Inc.

- Individual(s)                       Association
- General Partnership             Limited Partnership
- Corporation- State: CA
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) January 10, 2011

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Union Bank, N.A.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 445 South Figueroa Street, 15th Floor

City: Los Angeles

State: CA

Country: US                                      Zip: 90071

- Association      Citizenship US
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship \_\_\_\_\_
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s)  
See Attached  
\_\_\_\_\_  
\_\_\_\_\_

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
\_\_\_\_\_  
\_\_\_\_\_

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Sandra P. Thompson

Internal Address: \_\_\_\_\_

Street Address: Buchalter Nemer  
18400 Von Karman Avenue, Suite 800

City: Irvine

State: CA                                      Zip: 92612-0514

Phone Number: 949-224-6282

Fax Number: 949-720-0182

Email Address: trademark@buchalter.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00**

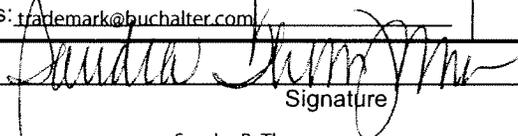
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 500977

Authorized User Name Buchalter Nemer

**9. Signature:**



Signature

January 20, 2011

Date

Sandra P. Thompson

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademarks

Registration No.

1,715,579  
1,715,580  
1,715,578  
1,711,612  
2,140,942  
1,970,305  
3,572,169  
3,671,731

## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of January 10, 2011, is made by ELKAY PLASTICS CO., INC., a California corporation ("Grantor"), in favor of UNION BANK, N.A. ("Bank").

### **RECITALS**

A. Pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith by and between Grantor and Bank (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Bank has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Bank to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Bank to extend the financial accommodations as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to Bank this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Bank hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein. In addition, the following capitalized terms shall have the following respective meanings:

"Copyright License" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

"Patent License" shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“Patents” shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part, divisions or extensions thereof.

“Trademark License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

“Trademarks” shall mean all of the following now owned or existing or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

**2. Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the “Intellectual Property Collateral”):

2.1 all of Grantor’s Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

2.2 all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

2.3 all of Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

2.4 all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

2.5 all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to

any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

**3. Loan Agreement.** The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Bank pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

**ELKAY PLASTICS CO., INC.**  
a California corporation

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

Name: *LOUIS CHARTROW*

Title: *PRESIDENT & CEO*

Patent, Trademark and Copyright Security Agreement

**TRADEMARK**  
**REEL: 004457 FRAME: 0795**

Agreed to and Acknowledged by:

"Bank"

UNION BANK, N.A.

By:   
Name: JEFFREY CHRIST  
Title: V.P. PRESIDENT

Patent, Trademark and Copyright Security Agreement

TRADEMARK  
REEL: 004457 FRAME: 0796

**SCHEDULE I**  
**TO**  
**PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**PART A: PATENTS**

<b>Patent</b>	<b>Serial No.</b>	<b>Patent No.</b>
Method for Making a Seamless Plastic Motion Discomfort Receptacle	10 / 423427	7041042
Scallop Bag	11 / 586374	7617657
Seamless Plastic Motion Discomfort Receptacle	11 / 063058	N/A (application)

**PART B: TRADEMARKS**

<b>Trademark®::</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date:</b>
PLASTRONIC®		1715579	9/15/1992
'LECTRO STAT®		1715580	9/15/1992
ELKAY®		1715578	9/15/1992
LK®		1711612	9/1/1992
KWIK-FILL®		2140942	3/3/1998
LAB-LOC®		1970305	4/23/1996
TUF-R®	77/510333	3572169	2/10/2009
HEADER PAK®	77/513515	3671731	8/25/2009
ELKAY IN CHILE®		797.026*	9/21/2007

\* Registered in the country of Chile.

**PART C: COPYRIGHTS**

None.

Schedule I

BN 7857172v5

RECORDED: 01/20/2011

TRADEMARK  
REEL: 004457 FRAME: 0797