

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
U.S. Netting, Inc.		02/01/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RBS Citizens, National Association
Street Address:	919 N. Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19709
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1370201	DURONET
Registration Number:	1394059	FLEX-GUARD
Registration Number:	2685561	HAIL GUARD
Registration Number:	0789254	NALTEX
Registration Number:	1394058	TEXLINER
Registration Number:	1390783	SPIRO-TEX
Registration Number:	1383814	SOFTLINER
Registration Number:	2231333	SHUR-GRIP

CORRESPONDENCE DATA

Fax Number: (412)281-0717
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 412-454-5000
 Email: docketingpgh@pepperlaw.com
 Correspondent Name: Pepper Hamilton LLP
 Address Line 1: BNY Mellon Center, 50th Floor

OP \$215.00 1370201

900183982

**TRADEMARK
 REEL: 004476 FRAME: 0103**

Address Line 2: 500 Grant Street
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	124715.131
NAME OF SUBMITTER:	Brienne S. Terril, Reg. No. 60,941
Signature:	/Brienne S. Terril/
Date:	02/10/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2011, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of RBS Citizens, National Association ("Citizens"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among DelStar, Inc. ("Parent"), DelStar Holding Corp. ("Holding"), DelStar Technologies, Inc. ("Technologies" and jointly and severally, with the Parent and Holding, the "Borrower"), the Subsidiary Guarantors (as defined in the Credit Agreement), the Lenders (as defined in the Credit Agreement) at any time party thereto, and Citizens as administrative agent, documentation agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. The Subsidiary Guarantors have guaranteed the Obligations pursuant to that certain Guaranty and Suretyship Agreement dated of even date herewith, by and among the Subsidiary Guarantors and each of the other entities listed on the signature pages thereof that becomes party thereto (the "Guarantors"), in favor of the First Lien Agent as administrative and collateral agent for the Lenders from time to time party to the Credit Agreement; and

C. All the Grantors are party to that certain First Lien Pledge and Security Agreement dated of even date herewith (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent 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 and the First Lien 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, under seal, with the First Lien Agent as follows:

SECTION 1 DEFINED TERMS

1.1. Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

SECTION 2 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1. Each Grantor, as collateral security for the full, 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 the First Lien Agent, for

the benefit of the Secured Parties, and grants to the First Lien 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 and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of such Trademarks and Trademark Licenses;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of such Trademarks and Trademark Licenses, including, without limitation, any claim by Grantor against third parties for past, present, future

(e) (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 FIRST LIEN PLEDGE AND SECURITY AGREEMENT

3.1. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

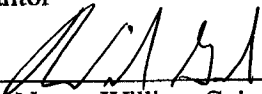
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered, under seal, by its duly authorized officer as of the date first set forth above.

Very truly yours,

DELSTAR TECHNOLOGIES, INC.

as Grantor

By:  (SEAL)

Name: William Geissler

Title: Vice President and Treasurer

U.S. NETTING, INC.

as Grantor

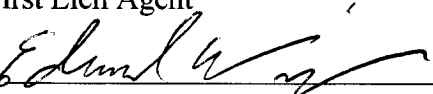
By:  (SEAL)

Name: William Geissler

Title: Vice President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

RBS CITIZENS, NATIONAL ASSOCIATION,
as First Lien Agent

By: 
Edward S. Winslow
Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
INTELLECTUAL PROPERTY

Trademarks and Trademark Licenses:

A. United States

DelStar Technologies, Inc.

1. DELNET, Reg. No. 910,990 (Registered April 6, 1971)
2. DELPORE, Reg. No. 2,300,773 (Registered December 14, 1999)
3. STRATEX, Reg. No. 2,192,570 (Registered September 29, 1998)
4. DELSORB, Reg. No. 2,300,774 (Registered December 14, 1999)
5. CORETEC, unregistered
 - i.) an application to register this trade mark is in process and shall be filed shortly
6. DELGUARD, Reg. No. 2,330,233 (Registered March 14, 2000)

U.S. Netting, Inc.

1. DURONET, Reg. No. 1,370,201 (Registered November 12, 1985)
2. FLEX-GUARD, Reg. No. 1,394,059 (Registered May 20, 1986)
3. HAIL GUARD, Reg. No. 2,685,561 (Registered February 11, 2003)
4. NALTEX, Reg. No. 789,254 (Registered May 11, 1965)
5. TEXTLINER, Reg. No. 1,394,058 (Registered May 20, 1986)
6. SPIRO-TEX, Reg. No. 1,390,783 (Registered April 22, 1986)
7. SOFTLINER, Reg. No. 1,383,814 (Registered February 18, 1986)
8. SHUR-GRIP, Reg. No. 2,231,333 (Registered March 16, 1999)

B. Canada

DelStar Technologies, Inc.

1. DELNET, Reg. No. TMA 214,816 (Registered July 16, 1976)
 - i.) this trademark has been assigned by Applied Extrusion Technologies, Inc. to DelStar Technologies, Inc.; however such assignment has not yet been recorded

C. European Community Trade Mark

DelStar Technologies, Inc.

1. DELPORE, Reg. No. 902965 (Registered December 23, 1999)
 - i.) this trademark has been assigned by Applied Extrusion Technologies, Inc. to DelStar Technologies, Inc.; however such assignment has not yet been recorded
2. DELNET, unregistered
 - i.) an application to register this trade mark is in process and shall be filed shortly

U.S. Netting, Inc.

1. NALTEX, unregistered
 - i.) an application to register this trade mark is in process and shall be filed shortly

D. Japan

DelStar Technologies, Inc.

1. DELNET, Reg. No. 1,821,817 (Registered November 29, 1985)

U.S. Netting, Inc.

1. NALTEX, unregistered
 - i.) an application to register this trade mark is in process and shall be filed shortly

E. China

DelStar Technologies Suzhou Co., Limited

1. DELSTAR, unregistered (five separate applications were filed on October 21, 2005 for each of the following classes: Class 7, Class 17, Class 22, Class 23 and Class 24)

- i.) an application to register this trade mark was filed on October 21, 2005 - no application number is available at this time
- 2. DELNET, unregistered
 - i.) an application to register was filed on January 13, 2005 (Application No. 4462484)
- 3. DELPORE, unregistered
 - i.) an application to register was filed on January 13, 2005 (Application No. 4462483)
- 4. NALTEX, unregistered
 - i.) an application to register was filed on January 13, 2005 (Application No. 4462485)
- 5. STRATEX, unregistered
 - i.) an application to register was filed on January 13, 2005 (Application No. 4462482)
- 6. CORETEC, unregistered
 - i.) an application to register was filed on January 13, 2005 (Application No. 4462481)