

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
9215-7510 Quebec Inc.		02/28/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company, as Canadian Agent		
Street Address:	123 Front Street West, Suite 1400		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 2M2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3745764	EXCEL PAC	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-379		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	02/28/2011		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2011, is made by 9215-7510 Québec Inc., a corporation organized under the laws of the Province of Québec, Canada (“Grantor”), in favor of GE Canada Finance Holding Company (“GE Canada”), as Canadian Agent (in such capacity, together with its successors and permitted assigns, the “Canadian Agent”) for the Lenders holding Canadian Obligations (the “Canadian Secured Parties”).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of February 28, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Jen-Coat, Inc., a Massachusetts corporation (the “US Borrower”), Grantor, as the Canadian Borrower (together with the US Borrower, the “Borrowers”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, General Electric Capital Corporation, as US Agent, GE Canada, as Canadian Agent (US Agent and Canadian Agent are sometimes referred to herein as “Agents” and individually as an “Agent”), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Deed of Hypothec to Secure Payment of Debentures of even date herewith in favor of the Canadian Agent (the “Deed of Hypothec”) pursuant to which 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 Agents 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 Borrowers thereunder, Grantor hereby agrees with the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Deed of Hypothec, or, if not defined therein, in the Credit Agreement. In addition, for purposes hereof, the term “Secured Obligations” means Grantor’s Canadian Obligations, as well as the payment of all other sums, if any, due under the Deed of Hypothec to the Debentureholders or to the Trustee.

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 Canadian Agent for the benefit of the Canadian Secured Parties, and grants to the Canadian Agent for the benefit of the Canadian 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 Grantor of any right under any Trademark (excluding any Trademark that is the subject of a U.S. application based on an intent to use the Trademark, until the filing of a statement of use or amendment to allege use with respect to such Trademark), including, without limitation, those U.S. trademark registrations and applications referred to on Schedule 1 hereto ;

(a) all renewals and extensions of the foregoing;

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

(c) 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. Deed of Hypothec. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Deed of Hypothec and Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Deed of Hypothec, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

9215-7510 QUÉBEC INC., a corporation organized under the laws of the Province of Québec, Canada, as Grantor

By: Harold Bevis
Name: Harold Bevis
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING
COMPANY, as Canadian Agent

By: _____
Name: _____
Title: _____

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.

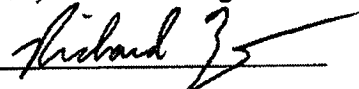
Very truly yours,

9215-7510 QUÉBEC INC., a corporation
organized under the laws of the Province of
Québec, Canada, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

**GE CANADA FINANCE HOLDING
COMPANY**, as Canadian Agent

By: 
Name: _____
Title: _____
RICHARD ZENI
DULY AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

1. REGISTERED TRADEMARKS/ TRADEMARK APPLICATIONS

Mark	Serial No. / Filing Date	Reg. No. / Reg. Date
Excel Pac	77444614 April 10, 2008	3745764 February 9, 2010

2. IP LICENSES

none.