

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PPT Acquisition LLC		12/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	7th & Washington		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63101		
<b>Entity Type:</b>	Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3085062	P	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3142592000		
Email:	lori.bowen@bryancave.com		
Correspondent Name:	Daniel		
Address Line 1:	211 North Broadway, Ste 3600		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0316040		
NAME OF SUBMITTER:	Daniel A. Crowe		
Signature:	/Daniel A. Crowe/		
Date:	03/16/2011		

CH \$40.00 3085062

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 20, 2010, among PPT ACQUISITION LLC, a Delaware limited liability company (the "Borrower"), each of the other Persons listed on the signature pages hereto as a Grantor (each, including the Borrower, a "Grantor", and collectively, the "Grantors"), U.S. BANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") under the Credit Agreement referred to in the next paragraph.

Reference is made to (a) the Credit Agreement, dated as of the date hereof, among the Borrower, the Grantors party thereto, the Lenders party thereto, U.S. Bank National Association, as Administrative Agent, Co-Lead Arranger, Joint Bookrunner, Issuing Bank and Swingline Lender, and PNC Bank National Association, as Syndication Agent, Co-Lead Arranger and Joint Bookrunner (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Grantors party thereto, and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Subsidiary Grantors (including the Grantor) guaranteed the obligations of the Borrower pursuant to the Credit Agreement and the Borrower and the Subsidiary Grantors (including the Grantor) secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Grantors (including the Grantor) are subsidiaries or affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of interpretation specified in Sections 1.3 and 1.4 of the Credit Agreement shall be applicable to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

2.1 all trademarks, service marks, company names, uniform resource locations (URL's), domain names and general intangibles of like nature, now existing or hereafter adopted or acquired, including, but not limited to those listed on Schedule I hereto, all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office and all reissues, continuations, extensions and renewals thereof and amendments thereto (the "Trademarks");

2.2 all assets, rights and interests that uniquely reflect or embody the Trademarks;

2.3 all goodwill associated with or symbolized by the Trademarks; and

2.4 all proceeds thereof, including all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**PPT ACQUISITION LLC**

By: Donald F. Piazza  
Name: Donald F. Piazza  
Title: Vice President

**PPT HOLDINGS LLC**


By: Donald F. Piazza  
Name: Donald F. Piazza  
Title: Vice President and Treasurer

ACKNOWLEDGMENT

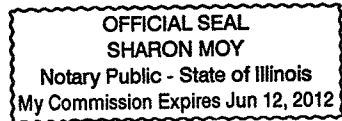
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 20th day of December, 2010, before me personally appeared:

Donald F. Piazza to me known, being by me duly sworn, did depose and say that he is the Vice President of PPT ACQUISITION LLC, a Delaware limited liability company (the "Company"), which executed the foregoing instrument; that he is duly authorized to execute the foregoing instrument on behalf of the Company; that he signed his name thereto by authority of the members of the Company; and that he acknowledged the foregoing instrument as the free act and deed of the Company.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 6/12/2012




ACKNOWLEDGMENT

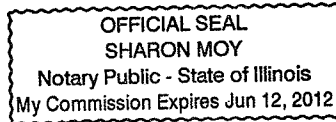
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

On this 20<sup>th</sup> day of December, 2010, before me personally appeared:

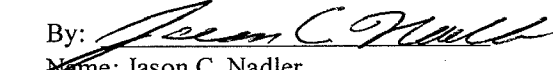
Donald F. Piazza to me known, being by me duly sworn, did depose and say that he is the Vice President and Treasurer of PPT HOLDINGS LLC, a Delaware limited liability company (the "Company"), which executed the foregoing instrument; that he is duly authorized to execute the foregoing instrument on behalf of the Company; that he signed his name thereto by authority of the members of the Company; and that he acknowledged the foregoing instrument as the free act and deed of the Company.

  
NOTARY PUBLIC

My commission expires: 6/12/2012



**U.S. BANK NATIONAL ASSOCIATION**  
as Administrative Agent

By:   
Name: Jason C. Nadler  
Title: Vice President

PPT ACQUISITION LLC et al. Trademark Security Agreement


**TRADEMARK**  
**REEL: 004499 FRAME: 0394**



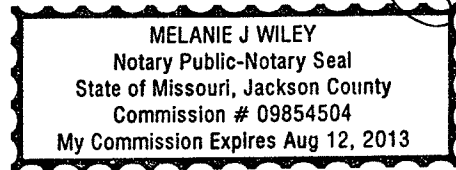
ACKNOWLEDGMENT

STATE OF Missouri )  
 ) SS.  
COUNTY OF Jackson )

On this 09th day of December 2010, before me personally appeared: Jason C. Nadler to me known, being by me duly sworn, did depose and say that he is a Vice President of **US BANK NATIONAL ASSOCIATION** (the "Company"), which executed the foregoing instrument; that he is duly authorized to execute the foregoing instrument on behalf of the Company; that he signed his name thereto by authority of the members of the Company; and that he acknowledged the foregoing instrument as the free act and deed of the Company.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 8-10-2013



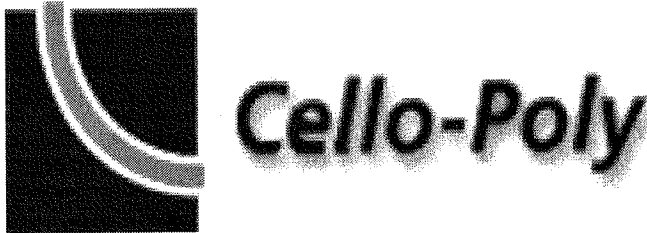
SCHEDULE I

TRADEMARKS

A. Registered Trademarks

<b>Trademark Schedule:</b>			
<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. / Appl. #</u>	<u>Reg. / Appl. Date</u>
Borrower	P & Design	3,085,062	4-25-2006

Borrower also may have common law rights to the below logo:



B. Unregistered Trademarks and Service Marks

- Domain Names:

<u>Name of Owner</u>	<u>Domain Name</u>	<u>Assignment Information</u>
Borrower	plaspack.com	Assigned pursuant to that certain Assignment of Domain Names, dated as of the Closing Date, between Plastic Packaging Technologies, LLC and Borrower
Borrower	cello-poly.com	Assigned pursuant to that certain Assignment of Domain Names, dated as of the Closing Date, between Cello-Poly, LLC and Borrower