

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Wolf Capital Fund II, L.P.		04/28/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Wolf Capital Fund II, L.P., as Administrative Agent		
Street Address:	48 Wall Street, 31st Floor		
Internal Address:	Attn: Michael Ranson		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77718464	WOW	
Serial Number:	77718469	SYMPHONIX	
CORRESPONDENCE DATA			
Fax Number:	(617)279-8443		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6173105276		
Email:	tuttlet@gtlaw.com		
Correspondent Name:	traci jaye tuttle		
Address Line 1:	one international place		
Address Line 2:	c/o greenberg traurig llp		
Address Line 4:	boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:		WOLF/TJT 095495.010600	
NAME OF SUBMITTER:		traci jaye tuttle	

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**TRADEMARK
 REEL: 004533 FRAME: 0817**

Signature:	/s/ traci jaye tuttle
Date:	05/04/2011
Total Attachments: 6 source=glouester to blue wolf restated IPSA#page1.tif source=glouester to blue wolf restated IPSA#page2.tif source=glouester to blue wolf restated IPSA#page3.tif source=glouester to blue wolf restated IPSA#page4.tif source=glouester to blue wolf restated IPSA#page5.tif source=glouester to blue wolf restated IPSA#page6.tif	

**AMENDED AND RESTATED PATENT
AND
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amended and Restated Patent and Trademark Security Agreement (this "Agreement") is made as of this 28th day of April, 2011 by and between Gloucester Engineering Co., Inc., a Delaware corporation ("Borrower"), and Blue Wolf Capital Fund II, L.P., as administrative agent ("Administrative Agent") under the Credit Agreement (defined below).

RECITALS:

A. Borrower previously entered into that certain Credit and Security Agreement, dated as January 3, 2011 (the "Original Credit Agreement"), between Borrower and Blue Wolf Capital Fund II, L.P. ("Blue Wolf"), as lender. Pursuant to the Original Credit Agreement, Borrower previously granted Blue Wolf a security interest in, among other things, its patents and trademarks pursuant to that certain Patent and Trademark Security Agreement, dated as of January 3, 2011, by and between Borrower and Blue Wolf (the "Existing Patent and Trademark Security Agreement").

B. Borrower and Blue Wolf have agreed to amend and restate the Original Credit Agreement in its entirety pursuant to that certain Amended and Restated Credit and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Borrower, Administrative Agent, Blue Wolf, Kabra Extrusionstechnik Limited and each other lender from time to time party thereto ("Lenders"). Lenders are willing to make the Advances and Term Loans available to Borrower, but only upon the condition, among others, that Borrower shall grant to Administrative Agent, for the benefit of the Lenders, a security interest in the Patents and Trademarks (as each term is described below) to secure Borrower's obligations under the Credit Agreement.

C. In connection with the foregoing, Borrower and Administrative Agent wish to amend and restate the Existing Patent and Trademark Security Agreement in its entirety by entering into this Agreement.

AGREEMENT:

For good and valuable consideration the parties hereto agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to (i) patents or applications for patents, (ii) fees or royalties with respect to each, (iii) the right to sue for past infringement and damages therefore, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A** attached hereto.

“Security Interest” has the meaning given to such term in Section 2 hereof.

“Trademarks” means all of Borrower’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefore, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B** attached hereto.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Administrative Agent, for the benefit of the Lenders, a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties, Covenants and Agreements. Borrower represents, warrants, covenants and agrees as follows:

(a) Patents. **Exhibit A** attached hereto accurately lists all Patents owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A** attached hereto, or if **Exhibit A** attached hereto ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall promptly provide written notice to Administrative Agent and will provide a replacement **Exhibit A** if requested by Administrative Agent, which upon acceptance by Administrative Agent shall become part of this Agreement.

(b) Trademarks. **Exhibit B** attached hereto accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** attached hereto need not list common law marks (i.e. Trademarks for which there are no applications or registrations) which are not material to Borrower’s or any Affiliate’s business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on **Exhibit B** attached hereto (other than common law marks which are not material to Borrower’s or any Affiliate’s business(es)), or if **Exhibit B** attached hereto ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Administrative Agent and if requested by Administrative Agent will provide a replacement **Exhibit B**, which upon acceptance by Administrative Agent shall become part of this Agreement.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, until the occurrence and continuance of an Event of Default.

5. Authorization to Supplement. If Borrower obtains rights to any new Patents or Patent licenses, Trademarks or Trademark licenses, the provisions of this Agreement shall automatically apply thereto. Borrower shall give notice in writing to Administrative Agent with respect to any such new Patent, any new Patent license, any new Trademark, any renewal or extension of a Trademark registration or any new Trademark license. Without limiting Borrower's obligations under this Section 5, Borrower hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending **Exhibit A** to include such new Patent or Patent license and **Exhibit B** to include any such new Trademark or Trademark license. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Exhibit A** hereto or **Exhibit B** hereto shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Patent Collateral and Trademark Collateral, whether or not listed on **Exhibit A** hereto or **Exhibit B** hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of New York.

7. Notices. All notices required or permitted hereunder shall be given as provided in the Credit and Security Agreement.

8. Amendments. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Administrative Agent, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Patent and Trademark Security Agreement as of the date written above.

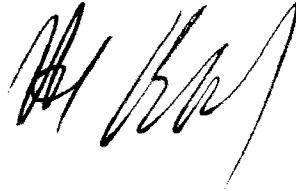
GLOUCESTER ENGINEERING CO. INC.

By: 

Name: Michael Ranson
Title: Chairman

BLUE WOLF CAPITAL FUND II, L.P.

By: Blue Wolf Capital Partners, L.P.
its general partner



By: Name: Adam Blumenthal
Title: Managing Partner

EXHIBIT A

PATENTS

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/ Application Date</u>
Thermal Expansion Compensated Hot Knife	5,205,899	04/06/92
Air Ring For Controlling Blown Film Thickness	5,288,219	03/25/97
Wicket Stacking Guide	5,542,802	10/20/94
Wicket Wire Holder	5,618,147	10/11/94
Method for Initializing the Position of a Linear Drive System	5,638,268	11/28/94
Screw Adjustable Wicket Pins	5,667,468	10/11/94
Cast Film Cooling Device	6,619,941	04/28/2000
Stretch Film Winder	60/980,343	10/16/2007

EXHIBIT B
TRADEMARKS

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
WOW	77,718,464	
Symphonix	77,718,469	

BOS 46,699,541v3