

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
Total Plastics, Inc.		12/15/2011	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	225 Asylum Street, 23rd Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	Bank: CONNECTICUT		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2112867	TOTAL PLASTICS, INC.	
Registration Number:	2120410	TPI	
Registration Number:	3080973	THE PLASTICS STORE	
Registration Number:	3088906	THE PLASTICS STORE	
CORRESPONDENCE DATA			
Fax Number:	(650)213-8158		
Phone:	6502130300		
Email:	cishihara@whitecase.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Christina Ishihara / White & Case LLP		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Fl		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1155732-0223		
NAME OF SUBMITTER:	Christina Ishihara		

CH \$115.00 2112867

TRADEMARK

Signature:	/Christina Ishihara/
Date:	12/16/2011
Total Attachments: 5 source=Project Terra - Total Plastics Inc Grant of Security Interest in TMs _ Execution #page1.tif source=Project Terra - Total Plastics Inc Grant of Security Interest in TMs _ Execution #page2.tif source=Project Terra - Total Plastics Inc Grant of Security Interest in TMs _ Execution #page3.tif source=Project Terra - Total Plastics Inc Grant of Security Interest in TMs _ Execution #page4.tif source=Project Terra - Total Plastics Inc Grant of Security Interest in TMs _ Execution #page5.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Total Plastics, Inc., a Michigan Corporation (the "Grantor") with principal offices at 2810 N. Burdick Street, Kalamazoo, Michigan 49004, hereby grants to U.S. Bank National Association, as Collateral Agent (acting as Collateral Agent pursuant to that Pledge and Security Agreement further described below), with principal offices at Goodwin Square, 225 Asylum Street, 23rd Floor, Hartford, Connecticut 06103, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Indenture Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of December 15, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

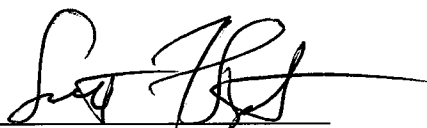
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 15th day of
December, 2011.

TOTAL PLASTICS, INC., Grantor

By 

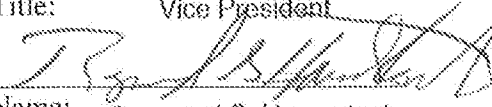
Name: Scott F. Stephens

Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 15th day of
December, 2011.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By 
Name: Raymond S. Haverstock
Title: Vice President

By 
Name: Raymond S. Haverstock
Title: Vice President

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
TOTAL PLASTICS, INC.	2,112,867	11/11/1997
TPI	2,120,410	12/9/1997
THE PLASTICS STORE	3,080,973	4/11/2006
THE PLASTICS STORE	3,088,906	5/2/2006