

## 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
Applied Extrusion Technologies, Inc.		05/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	401 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2188748	AET	
Registration Number:	2188747	AET	
Registration Number:	1490169	BXT	
Registration Number:	2731632	SYNCARTA	
Registration Number:	3036327	SYNDECOR	
Registration Number:	2057521	VISION	
Registration Number:	3743196	OPPTIC	
Serial Number:	85070437	RE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		

CH \$215.00 2188748

Correspondent Name: Magdalini Rizakos c/o Latham & Watkins  
Address Line 1: 233 South Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
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Signature:	/mr/
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Date:	06/01/2012
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Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 31, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Initial Borrower, AET, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, and GE Capital, as Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Initial Borrower and AET) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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, the L/C Issuers and Agent 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 Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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.

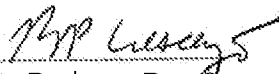
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest), in accordance with Section 5-1401 of the General Obligation Law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

APPLIED EXTRUSION TECHNOLOGIES, INC.  
as Grantor

By:   
Name: Brian P. Crescenzo  
Title: Vice President, Secretary and  
Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each 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.

APPLIED EXTRUSION TECHNOLOGIES, INC.  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By: Janani Sharma  
Name: Janani Sharma  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004793 FRAME: 0757**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

	ACTIVE TRADEMARKS		Registration No.	Date Filed	Renewal Date
	Mark				
<i>U.S.</i>					
	AET		2188748	7/3/96	9/15/18
	AET (stylized)		2188747	7/3/96	9/15/18
	BXT		1490169	10/13/87	5/31/18
	SynCarta		2731632	5/3/02	7/1/13
	SynDecor		3036327	3/3/04	12/27/15
	Vision		2057521	7/8/96	4/29/17
	OPPTIC		3743196	11/6/08	1/26/16
<i>Foreign</i>					
	BX	Canada	224355	9/20/76	11/25/22
	BXT	Canada	224354	9/20/76	11/25/22
	BXT	China	1093933	9/7/97	9/7/17
	SynCarta	Argentina	2395617	10/25/02	7/2/13
	SynCarta	Australia	930627	10/14/02	10/14/12
	SynCarta	Canada	TMA 611756	10/21/02	6/2/19
	SynCarta	Europe	002891141	10/15/02	10/15/12
	SynCarta	Mexico	769207	10/22/02	10/22/12
	SynDecor	Canada	1232108	9/29/04	2/1/22
	SynDecor	Europe	4025599	9/14/04	9/4/14
	SynDecor	Mexico	862417	9/15/04	9/15/14
	SynDecor	China	6211303	8/9/07	2/21/20
	Vision	Australia	729288	3/6/97	3/6/17
	Vision	Europe	480244	3/4/97	3/4/17
	Vision	Argentina	1692160	7/13/97	9/15/18
	Vision	Canada	TMA 491307	3/5/97	3/12/13
	Vision	Peru	039439	6/20/97	9/22/17
	TOppCure	Europe	002793313	7/30/02	7/30/12
	TOppCure	Mexico	765639	7/31/02	7/31/12
	TOppCure	Argentina	1929856 and 857	8/9/02	6/2/13
	TOppCure	Mexico	765640	7/31/02	7/31/12
	TOppCure	Canada	TMA 688164	7/29/02	5/24/22
	TOppCure	Australia	921826	7/31/02	7/31/12
	TOppCure	Venezuela	250083-P	8/6/02	2/13/14
	TOppCure	Venezuela	250082-P	8/6/02	2/13/14
	TOppCure	Brazil	824840003 + 011	8/1/02	8/1/17
	RE	Mexico	1234448	3/10/11	3/10/21

	RE	Mexico	1231279	3/22/11	3/22/21
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***Pending***

		<u>Date Application Filed</u>	<u>Application No.</u>
1)	RE and Design in US	6/24/10	85/070437
2)	RE and Design in Canada	9/20/10	1496794
3)	SynCarta in Brazil	10/25/02	8250058023