

## 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
Snyder Industries, Inc.		07/09/2012	CORPORATION: NEBRASKA
Snyder Products, LLC		07/09/2012	LIMITED LIABILITY COMPANY: ILLINOIS
Norwesco, Inc.		07/09/2012	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3312344	BONAR PLASTICS	
Registration Number:	3332635	MONSTERCOMBO	
Registration Number:	3610030	MONSTERCOMBO	
Registration Number:	1913345	PAYLOADER	
Registration Number:	2288352	POLAR	
Registration Number:	3337156	POLAR MERCHANDISER	
Registration Number:	3765059	PRO-KUBE	
Registration Number:	1614904	RE-BOX	
Registration Number:	2022749	THE BONAR BOX	
Registration Number:	2553068	TWO-CAN	
Registration Number:	2553071	TWO-CAN THE ORIGINAL SPLIT CONTAINER AUTOMATED RE CYCLING SYSTEM	

OP \$565.00 3312344

Registration Number:	2373478	MEGATAINER
Registration Number:	4106868	SANI-BOX
Registration Number:	4106880	SANI-PALLET
Registration Number:	2044613	ULTRATAINER
Registration Number:	1828033	NORWESCO
Registration Number:	1828032	NW
Registration Number:	1844970	STRATIS
Registration Number:	2173353	DECK-LOK
Registration Number:	3751468	ROTONICS
Registration Number:	3535837	THERMOPALLET
Registration Number:	1275947	ROTO BUOY

#### CORRESPONDENCE DATA

Fax Number: 4045725134

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 404.572.4600

Email: ssexton@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009191
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NAME OF SUBMITTER:	Sally Sexton
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Signature:	/sallysexton/
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Date:	07/11/2012
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#### Total Attachments: 7

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated July 9, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of General Electric Capital Corporation, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to (i) the Credit Agreement, dated as of July 9, 2012 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among Roto Acquisition Corp., a Delaware corporation ("Roto Acquisition"), Norwesco, Inc., a Minnesota corporation ("Norwesco"), Snyder Industries, Inc., a Nebraska corporation ("Snyder", together with Roto Acquisition and Norwesco, the "Borrowers" and each a "Borrower"), Roto Intermediate Holding Corp., a Delaware corporation ("Holdings"), the Lenders and Issuers party thereto from time to time and General Electric Capital Corporation, as administrative agent for the Lenders and Issuers and collateral agent for the Secured Parties, (ii) each Secured Hedging Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Issuers have agreed to Issue Letters of Credit for the respective accounts of the Borrowers or a Restricted Subsidiary on the terms and conditions set forth in the Credit Agreement, the Secured Hedging Counterparties have agreed to enter into and/or maintain one or more Secured Hedging Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedging Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Issuers to Issue Letters of Credit, the obligation of the Secured Hedging Counterparties to enter into and/or maintain such Secured Hedging Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain Security Agreement dated July 9, 2012, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

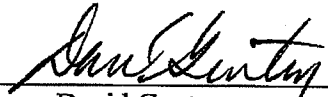
SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

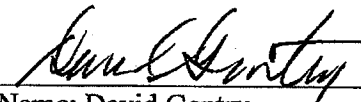
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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

SNYDER INDUSTRIES, INC., as Grantor

By:   
Name: David Gentry  
Title: Chief Financial Officer

SNYDER PRODUCTS, LLC, as Grantor

By:   
Name: David Gentry  
Title: Chief Financial Officer

NORWESCO, INC., as Grantor

By: \_\_\_\_\_  
Name: Paul F. Klaus  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004819 FRAME: 0631

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

SNYDER INDUSTRIES, INC., as Grantor

By: \_\_\_\_\_  
Name: David Gentry  
Title: Chief Financial Officer

SNYDER PRODUCTS, LLC, as Grantor

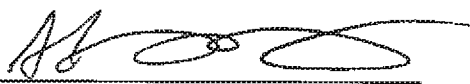
By: \_\_\_\_\_  
Name: David Gentry  
Title: Chief Financial Officer

NORWESCO, INC., as Grantor

By:   
Name: Paul F. Klaus  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Collateral Agent and  
Grantee

By: 

Name: Alfredo Wang

Title: Its Duly Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004819 FRAME: 0633**

## U.S. TRADEMARKS

Trademark/ Image if any	Country	Application Number Application Date	Registration Number Registration Date	Status	Owner
BONAR PLASTICS	United States	78912339 6/20/2006	3312344 10/16/2007	REGISTERED	Snyder Industries, Inc.
MONSTERCOMBO	United States	78889194 5/22/2006	3332635 11/6/2007	REGISTERED	Snyder Industries, Inc.
MONSTERCOMBO 	United States	77429925 3/24/2008	3610030 4/21/2009	REGISTERED	Snyder Industries, Inc.
PAYLOADER	United States	74359857 2/17/1993	1913345 8/22/1995	REGISTERED RENEWED	Snyder Industries, Inc.
POLAR	United States	75121220 6/18/1996	2288352 10/26/1999	REGISTERED RENEWED	Snyder Industries, Inc.
POLAR MERCHANDISER 	United States	78875331 5/3/2006	3337156 11/13/2007	REGISTERED	Snyder Industries, Inc.
PRO-KUBE	United States	77666257 2/9/2009	3765059 3/23/2010	REGISTERED	Snyder Industries, Inc.
RE-BOX	United States	73829561 10/5/1989	1614904 9/25/1990	REGISTERED RENEWED	Snyder Industries, Inc.
THE BONAR BOX	United States	74466788 12/6/1993	2022749 12/17/1996	REGISTERED RENEWED	Snyder Industries, Inc.
TWO-CAN	United States	75565914 10/6/1998	2553068 3/26/2002	REGISTERED	Snyder Industries, Inc.
TWO-CAN THE ORIGINAL SPLIT CONTAINER AUTOMATED RE CYCLING SYSTEM 	United States	75567178 10/9/1998	2553071 3/26/2002	REGISTERED	Snyder Industries, Inc.



Trademark/ Image if any	Country	Application Number Application Date	Registration Number Registration Date	Status	Owner
MEGATAINER	United States	75447703 3/10/1998	2373478 8/1/2000	REGISTERED RENEWED	Snyder Industries, Inc.
SANI-BOX	United States	85303663 4/25/2011	4106868 2/28/2012	REGISTERED	Snyder Industries, Inc.
SANI-PALLET	United States	85312135 5/4/2011	4106880 2/28/2012	REGISTERED	Snyder Industries, Inc.
ULTRATAINER	United States	74652143 3/27/1995	2044613 3/11/1997	REGISTERED RENEWED	Snyder Industries, Inc.
NORWESCO	United States	74354066 2/1/1993	1828033 3/29/1994	REGISTERED RENEWED	Norwesco, Inc.
NW 	United States	74354065 2/1/1993	1828032 3/29/1994	REGISTERED RENEWED	Norwesco, Inc.
STRATIS	United States	74277021 5/19/1992	1844970 7/12/1994	REGISTERED RENEWED	Snyder Products, LLC
DECK-LOK	United States	75009537 10/24/1995	2173353 7/14/1998	REGISTERED RENEWED	Snyder Products, LLC
ROTONICS 	United States	77707408 4/6/2009	3751468 2/23/2010	REGISTERED	Snyder Products, LLC
THERMOPALLET	United States	77022875 10/17/2006	3535837 11/25/2008	REGISTERED	Snyder Products, LLC
ROTO BUOY 	United States	73407083 12/23/1982	1275947 5/1/1984	REGISTERED	Snyder Products, LLC