

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Klockner Pentaplast of America, Inc.		09/19/2012	CORPORATION: DELAWARE
	Waytek Corporation		09/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Citibank N.A., London Branch			
Street Address:	25 Canada Square			
City:	London			
State/Country:	UNITED KINGDOM			
Postal Code:	E14 5LB			
Entity Type:	CORPORATION: NEW YORK			
PROPERTY NUMBERS Total: 7				
	Property Type	Number	Word Mark	
	Registration Number:	0798682	MIRREX	
	Registration Number:	3518186	SMARTCYCLE	
	Registration Number:	3529228	SMARTCYCLE MADE FROM BOTTLES	
	Registration Number:	2998559	SURPRINT	
	Registration Number:	2000265	TRUPRINT	
	Registration Number:	2328567	WAYPET	
	Registration Number:	1502555	WAYTEK	
CORRESPONDENCE DATA				
Fax Number:	6502138158			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	650-213-0300			
Email:	learnhardt@whitecase.com			

CH \$190.00 0798682

Correspondent Name: White & Case LLP/Lisa Earnhardt
Address Line 1: 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 4455517-0021

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Lisa Earnhardt

Signature: /Lisa Earnhardt/

Date: 10/02/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of September 19, 2012 by Kleopatra Acquisition Corp., a Delaware corporation (the "Borrower") and each U.S. Subsidiary Guarantor listed on Schedule 1 hereto (collectively, the "Original U.S. Subsidiary Guarantors," together with the Borrower, the "Pledgors"), in favor of Citibank N.A., London Branch, in its capacity as Collateral Agent pursuant to the Indenture (the "Indenture") dated as of July 20, 2012 (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the security agreement dated as of June 21, 2012 as amended by the amendment, ratification and reaffirmation agreement dated as of July 20, 2012 (as amended, the "Security Agreement"), the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Notes Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 2 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein 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 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

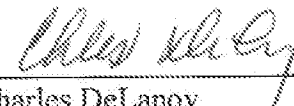
[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

KLÖCKNER PENTAPLAST OF
AMERICA, INC.

By: 
Name: Charles DeLanoy
Title: Asst. Secretary

WAYTEK CORP.

By: 
Name: Charles DeLanoy
Title: President

Citibank N.A., London Branch,
as Collateral Agent

By: _____
Name:
Title:

[Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KIÖCKNER PENTAPLAST OF AMERICA,
INC.

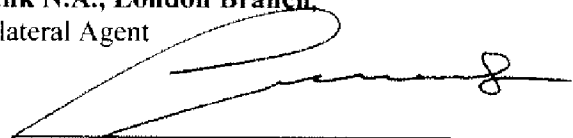
By: _____
Name:
Title:

WAYTEK CORP.

By: _____
Name:
Title:

Citibank N.A., London Branch
as Collateral Agent

By: _____
Name:
Title:



Mrs Hobbs
Vice President

[Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

NAME	ADDRESS
Klöckner Pentaplast of America, Inc.	3585 Klockner Road Gordonsville, Virginia 22942
Waytek Corp.	400 Shotwell Drive Franklin, Ohio 45005

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	COUNTRY	STATUS	REG. NO./DATE	OWNER
MIRREX	U.S. Federal	Registered	0798682 6-NOV-1965	Klöckner Pentaplast of America, Inc.
SMARTCYCLE	U.S. Federal	Registered	3518186 14-OCT-2008	Klöckner Pentaplast of America, Inc.
SMARTCYCLE MADE FROM BOTTLES (Design)	U.S. Federal	Registered	3529228 04-NOV-2008	Klöckner Pentaplast of America, Inc.
SUREPRINT	U.S. Federal	Registered	2998559 20-SEP-2005	Klöckner Pentaplast of America, Inc.
TRUPRINT	U.S. Federal	Registered	2000265 10-SEP-1996	Klöckner Pentaplast of America, Inc.
WAYPET	U.S. Federal	Registered	2328567 14-MAR-2000	Waytek Corp.
WAYTEK	U.S. Federal	Registered	1502555 30-AUG-1988	Waytek Corp.
MIRREX	Australia	Registered	420411 04-JAN-1985	Klöckner Pentaplast of America, Inc.
MIRREX	Brazil	Registered	811873226 10-JUN-1986	Klöckner Pentaplast of America, Inc.
MIRREX 1025	Brazil	Registered	821241567 30-APR-2002	Klöckner Pentaplast of America, Inc.
MIRREX	Canada	Registered	TMA343033 22-JUL-1988	Klöckner Pentaplast of America, Inc.
MIRREX	Chile	Registered	736877 21-OCT-2005	Klöckner Pentaplast of America, Inc.
MIRREX 1025	European Community Trademarks	Registered	946301 28-JAN-2000	Klöckner Pentaplast of America, Inc.
SUREPRINT	European Community Trademarks	Registered	4895827 18-JAN-2007	Klöckner Pentaplast of America, Inc.
TRUPRINT	European Community Trademarks	Registered	004895835 20-FEB-2007	Klöckner Pentaplast of America, Inc.
MIRREX 1025	Mexico	Registered	670692 07-OCT-1998	Klöckner Pentaplast of America, Inc.
MIRREX	Panama	Registered	38420 17-MAR-1986	Klöckner Pentaplast of America, Inc.
MIRREX	Paraguay	Registered	284525 28-NOV-2005	Klöckner Pentaplast of America, Inc.
MIRREX	Peru	Registered	PI0057788	Klöckner Pentaplast of

MARK	COUNTRY	STATUS	REG. NO./DATE	OWNER
			20-JUN-2015	America, Inc.

K&E 91671036.2

RECORDED: 10/02/2012

**TRADEMARK
REEL: 004871 FRAME: 0528**