

## 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
Hilex Poly Co. LLC		11/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1423948	QUIKMATE	
Registration Number:	1429267	ROLLMATE	
Registration Number:	1524470	MINIMATE	
Registration Number:	1524547	ROLLMATE II	
Registration Number:	1653101	JAWS	
Registration Number:	1699137	ONE TOUCH	
Registration Number:	1766706	QUIKMATE EZ	
Registration Number:	1855172	QUIKMATE MINI	
Registration Number:	2132866	QUIKTAB	
Registration Number:	2316520	QUIKSTAR	
Registration Number:	2987866	HPC HILEX	
Registration Number:	3088176	BAG-2-BAG	
Registration Number:	3420686	ENVIRO COUNT	
Serial Number:	85518509	THINK 6	

TRADEMARK

Serial Number:	85501990	ROLLSTAR
Registration Number:	3420687	ENVIRO COUNT RACK & BAG SYSTEM
Registration Number:	1677625	ENVIROMULCH

#### CORRESPONDENCE DATA

Fax Number:

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

Email: thomas.huang@kattenlaw.com

Correspondent Name: Katten Muchin Rosenman LLP

Address Line 1: 575 Madison Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	207170-00544
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NAME OF SUBMITTER:	Jarrod Weber
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Signature:	/Jarrod Weber/
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Date:	11/01/2012
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Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2012, is made by Hilex Poly Co. LLC, a Delaware limited liability company (the “Grantor”), 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 Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 1, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, 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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same 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 each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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 the 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 Borrowers thereunder, the Grantor hereby agrees with the 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. The 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 the Agent for the benefit of the Secured Parties, and grants to the 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 (except for any “intent to use” Trademark applications for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted)) 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 the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. The 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 its 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. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,


HILEX POLY CO. LLC, as Grantor

By: Michael L. Nelson  
Name: Michael L. Nelson  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Devasena Vallabhaneni  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Country	Trademark	Filing Date	Serial Number	Registration Number	Registration Date
Australia	QUIKMATE	19-Jun-89	513123	513123	19-Jun-89
Australia	ROLLMATE	19-Jun-89	513454	513454	19-Jun-89
Canada	ENVIRO-MATE	24-May-88	0607654	368,784	18-May-90
Canada	JAWS	12-Mar-90	0652917	386,197	28-Jun-91
Canada	MINIMATE	22-Dec-88	0621962	369092	1-Jun-90
Canada	QUIKMATE-EZ	24-Aug-93	0735517	435864	18-Nov-94
Canada	QUIKSERV	2-May-03	1176916	664,671	18-May-06
Canada	QUIKSTAR	16-Mar-99	1008612	536915	8-Nov-00
Canada	QUIKTAB	30-Apr-97	0841680	527021	26-Apr-00
Canada	ROLLMATE	13-Aug-86	0567642	332459	25-Sep-87
Canada	ROLLMATE II	23-Nov-88	0619746	368,554	11-May-90
Germany	ROLLMATE	26-May-88	S 46747	1136186	15-Mar-89
Japan	ROLLMATE			2386624	
Mexico	ENVIRO COUNT	08-Jan-07	828183	1035202	18-Apr-08
Mexico	ENVIRO COUNT & Design	08-Jan-07	828178	1036795	28-Apr-08
Mexico	QUIKFOLD	6-May-03	599396	807904	18-Nov-03
Mexico	QUIKSERV	6-May-03	599397	807985	18-Nov-03
Mexico	QUIKSTAR	9-Feb-99	363120	697197	30-Apr-01
Mexico	QUIKTAB	10-Apr-97	291917	547731	29-Apr-97
Puerto Rico	QUIKSERV				
Switzerland	ENVIROMATE/RCB	12-Oct-92	07335/199 2	402,593	18-Jun-93
U.K./Great	ROLLMATE	21-Jun-88	1345196	1345196	19-Feb-90

Country	Trademark	Filing Date	Serial Number	Registration Number	Registration Date
Britain					
USA	QUIKMATE	2-Jun-86	73601765	1423948	6-Jan-87
USA	ROLLMATE	21-Jul-86	73610399	1429267	17-Feb-87
USA	MINIMATE	10-May-88	73729431	1524470	14-Feb-89
USA	ROLLMATE II	12-Jul-88	73740971	1524547	14-Feb-89
USA	JAWS	23-Apr-90	74052071	1653101	6-Aug-91
USA	ONE TOUCH	5-Jun-91	74174033	1699137	7-Jul-92
USA	QUIKMATE EZ	28-Jan-92	74240965	1766706	20-Apr-93
USA	QUIKMATE MINI	16-Mar-93	74368277	1855172	20-Sep-94
USA	QUIKTAB	8-Apr-97	75278309	2132866	27-Jan-98
USA	QUIKSTAR	19-Jan-99	75627557	2316520	8-Feb-00
USA	HPC HILEX (stylized)	5-Nov-03	76556958	2987866	23-Aug-05
USA	BAG-2-BAG	1-Dec-04	76622912	3088176	2-May-06
USA	THINK 6	17-Jan-12	85518509		
USA	ROLLSTAR	22-Dec-11	85501990		
USA	ENVIRO COUNT	16-Aug-06	78953772	3420686	29-Apr-08
USA	ENVIRO COUNT RACK & BAG SYSTEM & Design	16-Aug-06	78953781	3420687	29-Apr-08
USA	ENVIROMULCH	21-Feb-91	74141057	1677625	3-Mar-02
CANADA	ROLLSTAR	22-Jun-12	1583329		
MEXICO	ROLLSTAR	22-Jun-12	1285604		