

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
Weatherchem Corporation		11/28/2012	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as agent		
Street Address:	30 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2048328	AGRICAP	
Registration Number:	3871108		
Registration Number:	3400504		
Registration Number:	3576621	FLAPMATE	
Registration Number:	1476890	FLAPPER	
Serial Number:	85658973	MEGAFLAP	
Registration Number:	2744393	NUTRAFLAPPER	
Registration Number:	3627392	NUTRAGEN II	
Registration Number:	0974773	WEATHERCHEM	
Registration Number:	3443398	WEATHERCHEM INNOVATIVE DISPENSING CLOSURES	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

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Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	6737-129
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NAME OF SUBMITTER:	Laura Konrath
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Signature:	/Laura Konrath/
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Date:	12/04/2012
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

November 28, 2012

WHEREAS, Weatherchem Corporation, an Ohio corporation (herein referred to as "Grantor"), owns (i) the Trademarks and Trademark applications listed on Schedule 1 annexed hereto and (B) the Patents and Patent applications listed on Schedule 2 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of August 5, 2010 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Mold-Rite Plastics, LLC, as the Borrower, certain subsidiaries of the Borrower, including the Grantor, as Guarantors, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of August 5, 2010 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of Lenders a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral and the Patent Collateral (each as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement) of Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the items or types of property set forth in clause (i) and (iii) below being herein collectively referred to as the "Trademark Collateral" and all of the items or types of property set forth in clause (ii) and (iv) below being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Patent (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 2 hereto;

(iii) all proceeds of and revenues from Trademarks, Trademark registration and applications, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any

Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing; and

(iv) all proceeds of and revenues from Patents and Patent applications, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral and the Patent Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms and accomplish the purposes of the Collateral Agreement (subject to the terms and provisions thereof).

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral or Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

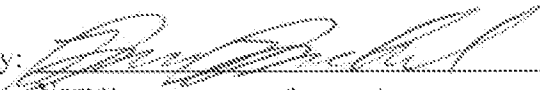
This Intellectual Property Security Agreement shall be governed by the laws of the State of New York.

In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

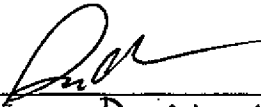
WEATHERCHEM CORPORATION

By: 
Name: Brian Rasmussen
Title: President / CEO

[Signature Page to Intellectual Property Security Agreement]

ACKNOWLEDGED:




MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: *David Kulatofsky*
Title: *Senior Vice President*

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1
to
Intellectual Property Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark	Application Number and Date	Registration Number and Date	Grantor
AGRICAP	74732369 9/21/1995	2048328 3/25/1997	Weatherchem Corporation
Design Only 	77678257 2/25/2009	3871108 11/2/2010	Weatherchem Corporation
Design only 	76676252 4/30/2007	3400504 3/25/2008	Weatherchem Corporation
FLAPMATE	76676254 4/30/2007	3576621 2/17/2009	Weatherchem Corporation
FLAPPER	73669788 7/1/1987	1476890 2/16/1988	Weatherchem Corporation
MEGAFLAP	85658973 6/22/2012	---	Weatherchem Corporation
NUTRAFLAPPER	76361388 1/22/2002	2744393 7/29/2003	Weatherchem Corporation
NUTRAGEN II	76676255 4/30/2007	3627392 5/26/2009	Weatherchem Corporation
WEATHERCHEM	72414854 2/7/1972	974773 12/18/1973	Weatherchem Corporation
WEATHERCHEM INNOVATIVE DISPENSING CLOSURES  weatherchem INNOVATIVE DISPENSING CLOSURES	76676253 4/30/2007	3443398 6/10/2008	Weatherchem Corporation

SCHEDULE 2
to
Intellectual Property Security Agreement

PATENTS, PATENT REGISTRATIONS AND PATENT APPLICATIONS

	Patent Title	Application Number Application Date	Patent Number Grant Date	Grantor
1.	ONE-PIECE DISPENSING CLOSURE	12314368 12/9/2008	---	Weatherchem Corporation
2.	DISPENSING CLOSURE	12379872 3/3/2009	---	Weatherchem Corporation
3.	SIFT-RESISTANT DISPENSING CLOSURE	12382270 3/12/2009	---	Weatherchem Corporation
4.	DISPENSING CLOSURE WITH PLIABLE SEALING SURFACE	12898441 10/5/2010	---	Weatherchem Corporation
5.	FULL OPEN DISK DISPENSING CLOSURE	12899278 10/6/2010	---	Weatherchem Corporation
6.	EASY-REMOVAL TAMPER-EVIDENT CONTAINER LINER	12985998 1/6/2011	---	Weatherchem Corporation
7.	NON-LINER CONTAINER	13403720 2/23/2012	---	Weatherchem Corporation
8.	SACHET CASE	29082720 1/28/1998	---	Weatherchem Corporation
9.	THREADED DISPENSING CLOSURE WITH FLAP	07997650 12/28/1992	5330082 7/19/1994	Weatherchem Corporation
10.	RECLOSABLE TOP FOR CAN	08704949 8/26/1996	5758793 6/2/1998	Weatherchem Corporation
11.	TWO-FLAP CLOSURE	08731975 10/23/1996	RE37634 4/9/2002	Weatherchem Corporation
12.	CLOSURE FOR LIQUIDS	09232343 1/15/1999	6164503 12/26/2000	Weatherchem Corporation
13.	ANTI BACK OFF SCREW ON CLOSURE	09717329 11/20/2000	6296130 10/2/2001	Weatherchem Corporation
14.	COMBINED CONTAINER AND CLOSURE	09779312 2/8/2001	6761279 7/13/2004	Weatherchem Corporation
15.	CLOSURE WITH DISPENSING FLAP STAY-OPEN CONSTRUCTION	09804347 3/12/2001	6575323 6/10/2003	Weatherchem Corporation
16.	LIQUID DISPENSING CLOSURE	09974484 10/10/2001	6510971 1/28/2003	Weatherchem Corporation
17.	LIQUID DISPENSING CLOSURE	10342556 1/15/2003	6830721 12/14/2004	Weatherchem Corporation
18.	CHILD-RESISTANT SCREW-ON CAP	29103029 4/7/1999	D421909 3/28/2000	Weatherchem Corporation
19.	LIQUID DISPENSING CAP	29149462 10/10/2001	D468639 1/14/2003	Weatherchem Corporation

	Patent Title	Application Number Application Date	Patent Number Grant Date	Grantor
20.	LIQUID DISPENSING CAP	29167775 9/20/2002	D476892 7/8/2003	Weatherchem Corporation
21.	DISPENSING CLOSURE	29309999 12/2/2008	D603702 11/10/2009	Weatherchem Corporation
22.	DISPENSING CLOSURE	29311864 7/16/2009	D603703 11/10/2009	Weatherchem Corporation
23.	DISPENSING CLOSURE FOR POURABLE MATERIAL	29363318 6/8/2010	D628887 12/14/2010	Weatherchem Corporation
24.	DISPENSING CLOSURE FOR POURABLE MATERIAL	29363319 6/8/2010	D628888 12/14/2010	Weatherchem Corporation
25.	DISPENSING CLOSURE FOR POURABLE MATERIAL	29363320 6/8/2010	D634198 3/15/2011	Weatherchem Corporation
26.	DISPENSING CLOSURE	29363323 6/8/2010	D628889 12/14/2010	Weatherchem Corporation
27.	DISPENSING CLOSURE	29363324 6/8/2010	D628890 12/14/2010	Weatherchem Corporation
28.	DISPENSING CLOSURE	29363325 6/8/2010	D628891 12/14/2010	Weatherchem Corporation
29.	DISPENSING CLOSURE	29363327 6/8/2010	D628892 12/14/2010	Weatherchem Corporation
30.	DISPENSING CLOSURE	29363329 6/8/2010	D628893 12/14/2010	Weatherchem Corporation