

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charter NEX Films, Inc.		12/21/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	One U.S. Bank Plaza, 12th Floor		
Internal Address:	Mail Code SL-MO-T12M, ATTN: Leveraged Finance Group		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2418834	CHARTER FILMS	
Registration Number:	2418831	CHARTER FILMS	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Jennifer A. Visintine		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	299/90554		
NAME OF SUBMITTER:	Jennifer A. Visintine		

Signature:	/JAV/
Date:	01/07/2013
Total Attachments: 3 source=Confirmatory Patent and Trademark Agreement#page1.tif source=Confirmatory Patent and Trademark Agreement#page2.tif source=Confirmatory Patent and Trademark Agreement#page3.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

This Confirmatory Grant of Security Interest in United States Trademarks (the "Agreement") is made as of the 21st day of December, 2012, by Charter NEX Films, Inc., (formerly known as American Plastics Company, Inc.), a Wisconsin corporation (the "Debtor") in favor of U.S. Bank National Association as the Administrative Agent for the benefit of the Administrative Agent, the L/C Issuer, the Swing Line Lender and the Lenders a party to the Loan Agreement defined below (the Administrative Agent, the L/C Issuer, the Swing Line Lender and the Lenders are sometimes hereinafter individually referred to as a "Secured Creditor" and collectively referred to as the "Secured Creditors").

WITNESSETH:

WHEREAS, the Debtor and the Secured Creditors have entered into (i) the Loan Agreement dated as of December 21, 2012, by and among Charter NEX Holding Company (formerly known as NEX Performance Films Inc.), a Delaware corporation, the Debtor, and New England Extrusion Inc., a Wisconsin corporation (individually, a "Borrower" and collectively, the "Borrowers"); the Lenders from time to time party thereto; and the Administrative Agent, also acting as the Swing Line Lender and the L/C Issuer, as such Loan Agreement may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Loan Agreement"), (ii) the Security Agreement dated as of July 22, 2010 made by the Debtor in favor of the Administrative Agent for the ratable benefit of the Secured Creditors, as such Security Agreement may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Security Agreement") and (iii) the Patent and Trademark Security Agreement dated as of December 21, 2012 by the Debtor in favor of the Administrative Agent for the ratable benefit of the Secured Creditors, as such Patent and Trademark Security Agreement may from time to time be amended, modified, extended, renewed, supplemented or restated (the "Patent and Trademark Security Agreement"); and

WHEREAS, the Debtor is the owner of the Trademarks listed on Schedule A; and

WHEREAS, this Agreement has been made in conjunction with the security interest granted to Secured Creditors under the Loan Agreement, the Security Agreement and the Patent and Trademark Security Agreement. The rights and remedies of Secured Creditors with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement, the Security Agreement and the Patent and Trademark Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the Security Agreement and the Patent and Trademark Security Agreement, the provisions of the Loan Agreement, the Security Agreement and the Patent and Trademark Security Agreement shall govern.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Administrative Agent as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Administrative Agent for the benefit of the Secured Creditors a security interest in and lien on all of the Debtor's right, title and interest in, to the Collateral (as defined in the Patent and Trademark Security Agreement) to secure payment of the Secured Obligations (as defined in the Security Agreement).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

**TRADEMARK
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IN WITNESS WHEREOF, the Debtor has executed this Agreement as of the 21st day of December, 2012.

CHARTER NEX FILMS, INC.
("Debtor")

By 

Name: Thomas G. Ziolkowski

Title: Vice President and Treasurer

SIGNATURE PAGE TO
CONFIRMATORY GRANT OF SECURITY INTEREST

TRADEMARK
REEL: 004936 FRAME: 0381

SCHEDULE A

Trademark Registrations

U.S. Trademark Registrations			
Trademark	Reg. No.	Issue Date Next Action Due	Goods/Services Int. Class
CHARTER FILMS	2,418,834	Jan. 9, 2001 Renewal Jan. 9, 2021	Films, namely printing and laminating films, printable banner films, surface protection films and thermoformable films (CI 17)
CHARTER FILMS and Design	2,418,831	Jan. 9, 2001 Renewal Jan. 9, 2021	Films, namely printing and laminating films, printable banner films, surface protection films and thermoformable films (CI 17)