

## 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
	Gloucester Engineering Co., Inc.		11/29/2012	CORPORATION: DELAWARE
	Pearl Technologies Inc.		11/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	PNC Bank			
Street Address:	500 First Avenue			
Internal Address:	Commercial Loan Service Center/DCC			
City:	Pittsburgh			
State/Country:	PENNSYLVANIA			
Postal Code:	15219			
Entity Type:	National Association: PENNSYLVANIA			
PROPERTY NUMBERS Total: 5				
	Property Type	Number	Word Mark	
	Registration Number:	4125812	SYMPHONIX	
	Registration Number:	1603438	TRAVERSANIP	
	Registration Number:	1579771	CONTRACOOOL	
	Registration Number:	0893666	VERTRUDER	
	Registration Number:	0701744	SPLIT ROLL	
CORRESPONDENCE DATA				
Fax Number:	2158325619			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	215-569-5619			
Email:	Pecsenye@blankrome.com			
Correspondent Name:	Timothy D. Pecsenye			
Address Line 1:	One Logan Square			
Address Line 2:	8th Floor			

OP \$140.00 4125812

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-01905

NAME OF SUBMITTER: Timothy D. Pecsénye

Signature: /Timothy D. Pecsénye/

Date: 01/31/2013

**Total Attachments: 14**

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## TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 29th day of November, 2012 by **GLOUCESTER ENGINEERING CO., INC.**, a Delaware corporation ("GEC") and **PEARL TECHNOLOGIES INC.**, a Delaware corporation ("Pearl", together with GEC and each other Person hereafter joined thereto as a grantor from time to time, each individually a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as agent ("Agent") for the Lenders.

### W I T N E S S E T H

WHEREAS, Grantors, Plastic Machinery and Parts LLC, a Delaware limited liability company ("PMP") and each other Person joined to the Credit Agreements (defined below) as borrowers from time to time, collectively, the "Borrowers", and each a "Borrower") have entered into that certain (i) Revolving Credit, Term Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Domestic Credit Agreement"), by and among Borrowers, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, together with their successors and assigns, the "Domestic Lenders") and Agent and (ii) Export-Import Revolving Credit and Security Agreement dated as of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the "Ex-Im Credit Agreement" and together with the Domestic Credit Agreement, collectively, the "Credit Agreements") among Borrowers, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, together with their successors and assigns, the "Ex-Im Lenders" and together with the Domestic Lenders, collectively, the "Lenders") and Agent, pursuant to which Agent and Lenders provided for the extension of credit to be made to the Borrowers; and

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors' trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Credit Agreements.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreements and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the applicable Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreements, such Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to

the Credit Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), each patent and patent application listed on Schedule 1 annexed hereto (such patents and patent applications, the Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

**GLOUCESTER ENGINEERING CO., INC.**

By: Mark Steele  
Name: MARK STEELE  
Title: CEO

**PEARL TECHNOLOGIES INC.**

By: Mark Steele  
Name: MARK STEELE  
Title: CEO

**[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]**

Acknowledged and accepted:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: Sara V. Traberman  
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

TRADEMARKS

Gloucester Engineering Co., Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date or</u>	<u>Expiration Date</u>	<u>Owner</u>
SYMPHONIX	4125812	April 10, 2012		Gloucester Engineering Co., Inc.
FLUFFTRUDER		February 19, 2003	Abandoned June 24, 2004	Battenfeld Gloucester Engineering Co., Inc.
AUTOPROFILE		November 6, 1992	Abandoned August 24, 1993	Gloucester Engineering Co., Inc.
TRAVERSANIP	1603438	June 26, 1990	Cancelled December 30, 1996	Gloucester Engineering Co., Inc.
TRAVERSANIP		December 19, 1988	Abandoned August 18, 1989	Gloucester Engineering Co., Inc.
CONTRACOOOL	1579771	January 30, 1990	Cancelled August 5, 1996	Gloucester Engineering Co., Inc.
VERTRUDER	0893666	June 30, 1970	Expired	Gloucester Engineering Co., Inc.
SPLIT ROLL	0701744	July 26, 1960	Cancelled August 4, 2001	Gloucester Engineering Co., Inc.

PATENTS

Gloucester Engineering Co., Inc.

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>	<u>Owner</u>
3,980,418	USA	09/14/76		Guide assembly for air-expanded thermoplastic tubes	Gloucester Engineering Co., Inc.
4,003,298	USA	01/18/77		Apparatus for driving moving webs in bag making machines	Gloucester Engineering Co., Inc.
4,030,681	USA	06/21/77		Roll winder	Gloucester Engineering Co., Inc.
4,043,458	USA	08/23/77		Stacker	Gloucester Engineering Co., Inc.
4,059,381	USA	11/22/77		Toggle press	Gloucester Engineering Co., Inc.
4,145,177	USA	03/20/79		Air cooling ring for plastic film with independent lubricating air for film guide surface	Gloucester Engineering Co., Inc.
4,230,029	USA	10/28/80		Cutting assembly useful in bag machines	Gloucester Engineering Co., Inc.
4,236,884	USA	12/02/80		Internal air cooling of tubular plastic film	Gloucester Engineering Co., Inc.
4,243,363	USA	01/06/81		Control of tubular film size	Gloucester Engineering Co., Inc.
4,260,147	USA	04/07/81		Utilization of air jets for discharge conveyor on wicketing systems	Gloucester Engineering Co., Inc.
4,272,231	USA	06/09/81		Air cooling ring for plastic film with independent lubricating air for film guide surface	Gloucester Engineering Co., Inc.



4,285,686	USA	08/25/81	V-Board folder for flexible plastic films	Gloucester Engineering Co., Inc.
4,286,907	USA	09/01/81	Grid extensions on a rotary stacker	Gloucester Engineering Co., Inc.
4,289,469	USA	09/15/81	Apparatus for forming and trimming articles from a web	Gloucester Engineering Co., Inc.
4,373,273	USA	02/15/83	Air ring having a circular array of a large multiplicity of substantially parallel cell-like passages in the air flow path leading to the outlet	Gloucester Engineering Co., Inc.
4,377,540	USA	03/22/83	Control of tubular film size	Gloucester Engineering Co., Inc.
4,402,656	USA	09/06/83	Control of tubular film size	Gloucester Engineering Co., Inc.
4,430,914	USA	02/14/84	Rotary apparatus for advancing a web	Gloucester Engineering Co., Inc.
4,750,874	USA	06/14/88	Air Cooling Ring for Plastic Film	Battenfeld Gloucester LLC
5,205,899	USA	04/27/93	Thermal Expansion Compensated Hot Knife	Gloucester Engineering Co., Inc.
5,288,219	USA	02/22/94	Air Ring For Controlling Blown Film Thickness	Gloucester Engineering Co., Inc.
5,542,802	USA	08/06/96	Wicket Stacking Guide	Gloucester Engineering Co., Inc.
5,618,147	USA	04/08/97	Wicket Wire Holder	Gloucester Engineering Co., Inc.
5,638,268	USA	06/10/97	Method for Initializing the	Gloucester Engineering

5,667,468	USA	09/16/97		Position of a Linear Drive System	Co., Inc.
				Screw Adjustable Wicket Pins	Gloucester Engineering Co., Inc.
6,619,941	USA	09/16/03		Cast Film Cooling Device	Gloucester Engineering Co., Inc.
6,227,846	USA	05/08/01		Heat gun with high performance jet pump and quick change attachments	AF Gloenco, Inc.
6,010,329	USA	01/04/00		Heat gun with high performance jet pump and quick change attachments	AF Gloenco, Inc.
20100294876	USA	11/25/10	Applied	Stretch film winder	Gloucester Engineering Co., Inc.
20050037220	USA	02/17/05	Applied	Process for reducing surface aberrations	Battenfeld Gloucester LLC
20040051204	USA	03/18/04	Applied	Cast film cooling method	Battenfeld Gloucester Engineering C
20070164467	USA	7/19/07	Abandoned	Process for reducing surface aberrations	Battenfeld Gloucester LLC

Pearl Technologies Inc.

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>	<u>Owner</u>
7,779,738	USA	08/24/10		Pivot punch	Pearl Technologies, Incorporated
7,624,980	USA	12/01/09		Toll-less rotary vacuum wicketter assembly	Pearl Technologies, Incorporated
7,080,585	USA	07/25/06		Hold-down clamp for slitter-punch	Pearl Technologies, Inc.

6,875,002	USA	04/05/05		Oscillating guide cage	Pearl Technologies, Inc.
6,196,827	USA	03/06/01		Swing arm stabilizing cage	Pearl Technologies, Inc.
6,148,710	USA	11/21/00		Slitter-punch with quick adapter	Pearl Technologies, Inc.
6,113,026	USA	09/05/00		Bow spreader bar	Pearl Technologies, Inc.
5,700,489	USA	12/23/97		Bubble stabilizer and sizing cage with wear strips	Pearl Technologies, Inc.
5,585,120	USA	12/17/96		Extruded metal collapsing boards with replaceable wear plates	Pearl Technologies, Inc.
20040074364	USA	04/22/04	Applied	Multiple punch assembly	Pearl Technologies, Inc.

#### COPYRIGHTS

None.

## POWER OF ATTORNEY

Dated November 29, 2012

**GLOUCESTER ENGINEERING CO., INC.**, a Delaware corporation (“GEC”) and **PEARL TECHNOLOGIES INC.**, a Delaware corporation (“Pearl”, together with GEC and each other Person hereafter joined thereto as a grantor from time to time, each individually a “Grantor” and collectively, the “Grantors”) each hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “PNC”), as agent for the Lenders (in such capacity, “Agent”) under that certain (i) Revolving Credit, Term Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Domestic Credit Agreement”), by and among Grantors, Plastic Machinery and Parts LLC, a Delaware limited liability company (“PMP”) the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, together with their successors and assigns, the “Domestic Lenders”) and Agent and (ii) Export-Import Revolving Credit and Security Agreement dated as of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the “Ex-Im Credit Agreement” and together with the Domestic Credit Agreement, collectively, the “Credit Agreements”) among Grantors, PMP, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, together with their successors and assigns, the “Ex-Im Lenders” and together with the Domestic Lenders, collectively, the “Lenders”) and Agent, following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement among Grantors and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark and Patent Security Agreement”), including, without limitation, the power to (a) record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantors a supplement to the Trademark and Patent Security Agreement, (c) to use the Trademarks and Patents in connection with exercising its rights and remedies under the Credit Agreements, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else, in each case subject to the terms of the Trademark and Patents Security Agreement and Credit Agreements. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreements.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Credit Agreements and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations have been indefeasibly paid and fully satisfied in full in cash, each Lender's commitment to make Advances under the Credit Agreements has expired or terminated and the Credit Agreements have been terminated.

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

**GLOUCESTER ENGINEERING CO., INC.**

By: Mark Steele  
Name: MARK STEELE  
Title: CEO

**PEARL TECHNOLOGIES INC.**

By: Mark Steele  
Name: MARK STEELE  
Title: CEO

**[SIGNATURE PAGE TO POWER OF ATTORNEY]**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF MA : SS  
COUNTY OF ESSEX :

On this 28<sup>th</sup> day of November, 2012, before me personally appeared MARC STEELE, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Gloucester Engineering Co., Inc., a Delaware corporation, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.

Eileen H Mitchell  
Notary Public

My Commission Expires February 24, 2017



[NOTARY PAGE TO POWER OF ATTORNEY]

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF MA : SS  
COUNTY OF ESSEX :

On this 28<sup>th</sup> day of November, 2012, before me personally appeared MARX STEELE, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Pearl Technologies Inc., a Delaware corporation, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.

Eileen H Mitchell  
Notary Public

My Commission Expires February 24, 2017



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