

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TPI Acquisition Subsidiary, Inc.		04/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Swan Products, LLC
Street Address:	595 Madison Avenue, Suite 3100
Internal Address:	c/o Jacobson Partners
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1393243	COUNTRY CLUB
Registration Number:	1546425	EARTH QUENCHER
Registration Number:	1208332	FAIRLAWN
Registration Number:	1008815	FORMULA Z7
Registration Number:	1346137	GRIPPER
Registration Number:	1950653	KEEP GROWING WITH SWAN
Registration Number:	1511770	MAXFLEX
Registration Number:	1314600	MEDALLION
Registration Number:	1917956	PERFECT GARDENER
Registration Number:	1733042	PERMAFLOW
Registration Number:	1016341	PRESSURE MASTER
Registration Number:	1504846	PROFLEX
Registration Number:	1296205	RV3

CH \$615.00 1393243

Registration Number:	2229710	SEAL-TITE
Registration Number:	1132212	SOFT & SUPPLE
Registration Number:	0740032	SWAN
Registration Number:	0951370	SWAN
Registration Number:	1337908	WEATHER MASTER
Registration Number:	1528240	WEATHERFLEX
Registration Number:	1015801	WEATHER-FLEX
Registration Number:	2305696	YARD GARD
Registration Number:	1380431	YARD MATE
Registration Number:	1337909	WEATHER GUARD
Registration Number:	1781431	AMERICAN PRIDE

CORRESPONDENCE DATA

Fax Number: 2128062560
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-806-5995
Email: afisher@stroock.com
Correspondent Name: Jason M. Sobel
Address Line 1: 180 Maiden Lane, 38th Floor
Address Line 2: Stroock & Stroock & Lavan LLP
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	307011/0055
NAME OF SUBMITTER:	Jason M. Sobel
Signature:	/jason m. sobel/
Date:	04/23/2013

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS IS A TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 11, 2013, by and among Swan Products, LLC, a Delaware limited liability company ("Assignee"), Plastic Specialties & Technologies, Inc., a Delaware corporation ("PS&T"), TPI Acquisition Subsidiary, Inc., a Delaware corporation ("TPI"), Plastic Specialties and Technologies Investments, Inc. ("PS&T Investments"), and Tekni-Plex, Inc., a Delaware corporation ("Tekni-Plex" and together with PS&T, TPI, PS&T Investments, the "Assignors"). Each of the Assignors and Assignee are sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties."

RECITALS:

The Parties have entered into a certain Contribution Agreement dated April 11, 2013 under which certain intellectual property assets have been assigned to Assignee, and the Parties wish to formally confirm the transfer and assignment of those assets through this Assignment.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein and in the Contribution Agreement between the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignors agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the definition provided in the Contribution Agreement.
2. **Assignment.** Each Assignor hereby irrevocably sells, assigns, transfers and conveys unto Assignee any and all right, title and interest in the following assets that are owned, held by, or licensed to each Assignor and used exclusively in Assignor's Business:
 - (a) all trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos, including the U.S. and foreign registrations and U.S. and foreign applications therefor, and the goodwill associated therewith, including the marks and registrations listed on Schedule A hereto, (hereinafter, the "Marks");
 - (b) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to the Patents from the Effective Date; and
 - (c) all claims or causes of action Assignor has or may have in connection with the Marks, including, without limitation, the right to sue and recover damages for any and all past, present and future infringements of any of the Marks.

all the foregoing to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full end of the term or terms for which the foregoing have or may be granted, as fully and entirely as the same would have been enjoyed by Assignor, had this Agreement not been made.

3. Assignors each covenant and agree that Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title to and in the Marks; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

4. This Assignment shall be binding upon and shall inure to the benefit of Assignors and Assignee and their respective successors, legal representatives and assigns, and all others acting by, through, with or under each Assignor's direction and all those in privity therewith.

5. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties may execute and deliver this Assignment by facsimile or similar electronic transmission device under which the signature of or on behalf of such party can be seen, and such execution and delivery will be considered valid, binding and effective for all purposes.


6. Entire Agreement. This Assignment, together with any documents entered into in connection herewith, constitute the entire agreement, and supersedes all prior or contemporaneous discussions, negotiations, agreements and understandings (both written and oral), between the Parties with respect to the subject matter hereof. This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the Parties.

[Signature page to follow]

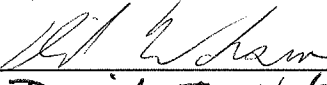
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNORS:


PLASTIC SPECIALTIES AND TECHNOLOGIES,
INC.

By: 
Name: David J. Waksman
Title: SVP + Chief legal Officer

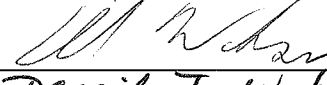
PLASTIC SPECIALTIES AND TECHNOLOGIES
INVESTMENTS, INC.

By: 
Name: David J. Waksman
Title: SVP + Chief legal Officer

TPI ACQUISITION SUBSIDIARY, INC.

By: 
Name: David J. Waksman
Title: SVP + Chief legal Officer

TEKNI-PLEX, INC.

By: 
Name: David J. Waksman
Title: SVP + Chief legal Officer

ASSIGNEE:

SWAN PRODUCTS, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNORS:

PLASTIC SPECIALTIES AND TECHNOLOGIES,
INC.

By: _____
Name: _____
Title: _____

PLASTIC SPECIALTIES AND TECHNOLOGIES
INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

TPI ACQUISITION SUBSIDIARY, INC.

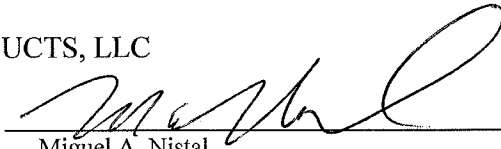
By: _____
Name: _____
Title: _____

TEKNI-PLEX, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

SWAN PRODUCTS, LLC

By: 
Name: Miguel A. Nistal
Title: Senior Vice President - Hose

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademarks

Argentina

No.	Trademark	Class	Reg.\App. No.	Owner
1	AERO-TUBE	17	Reg. No. 2263481	Plastic Specialties and Technologies, Inc.

Canada

No.	Trademark	Class	Reg.\App. No.	Owner
1	AERO-TUBE	17	Reg. No. TMA781350	Plastic Specialties and Technologies, Inc.
2	AQUACOLORS	17	Reg. No. TMA698874	Plastic Specialties and Technologies, Inc.
3	CONTINUOUS FLOW	17	Reg. No. TMA698286	Plastic Specialties and Technologies, Inc.
4	DURAFLOW	17	Reg. No. TMA770142	Plastic Specialties and Technologies, Inc.
5	FLEXRITE	17	Reg. No. TMA496007	Plastic Specialties and Technologies Investments, Inc.
6	HOUSEMATES	17	Reg. No. TMA761783	Plastic Specialties and Technologies, Inc.
7	WATER COLORS	17	Reg. No. TMA609238	Plastic Specialties and Technologies, Inc.
8	HORNET	17	Reg. No. TMA499046	Tekni-Plex, Inc.
9	MATCH YOUR HOSE TO YOUR HOUSE	17	Reg. No. TMA790389	Tekni-Plex, Inc.
10	TOPFLEX	17	Reg. No. TMA494527	Tekni-Plex, Inc.
11	WEATHER MASTER	17	Reg. No. TMA430320	Tekni-Plex, Inc.

India

No.	Trademark	Class	Reg.\App. No.	Owner
1	AERO-TUBE	17	App. No. 1627333	Plastic Specialties and Technologies, Inc.

Mexico

No.	Trademark	Class	Reg.\App. No.	Owner
1	AERO-TUBE	17	Reg. No. 1033205	Plastic Specialties and Technologies, Inc.
2	AQUACOLORS	17	Reg. No. 864947	Plastic Specialties and Technologies, Inc.
3	DURAFLOW	17	Reg. No. 1002129	Plastic Specialties and Technologies, Inc.
4	HOUSEMATES	17	Reg. No. 979912	Plastic Specialties and Technologies, Inc.

New Zealand

No.	Trademark	Class	Reg.\App. No.	Owner
1	AERO-TUBE	17	Reg. No. 777078	Plastic Specialties and Technologies, Inc.

South Africa

No.	Trademark	Class	Reg.\App. No.	Owner
1	AERO-TUBE	17	Reg. No. 200728139	Plastic Specialties and Technologies, Inc.

United States of America

No.	Trademark	Class	Reg.\App. No.	Owner
1	AERO-TUBE	17	Reg. No. 3477416	Plastic Specialties and Technologies, Inc.
2	DURAFLOW	17	Reg. No. 3477417	Plastic Specialties and Technologies, Inc.
3	FINGERTITE	17	Reg. No. 1838680	Plastic Specialties and Technologies, Inc.
4	FLEXRITE	17	Reg. No. 2110026	Plastic Specialties and Technologies Investments, Inc.
5	HOUSEMATES	17	Reg. No. 3477415	Plastic Specialties and Technologies, Inc.

6	KINK FREE	17	Reg. No. 2966501	Plastic Specialties and Technologies, Inc.
7	MISCELLANEOUS DESIGN (BLUE STRIPE)	17	Reg. No. 3400317	Plastic Specialties and Technologies, Inc.
8	ULTRALITE	17	Reg. No. 1825140	Plastic Specialties and Technologies, Inc.
9	WATERWORKS	17	App. No. 85734863	Plastic Specialties and Technologies, Inc.
10	ELEMENT	6, 21	App. No. 77782990	Tekni-Plex, Inc.
11	ELEMENT	17	Reg. No. 4080675	Tekni-Plex, Inc.
12	WATERHOSE	17	Reg. No. 3652258	Tekni-Plex, Inc.
13	MATCH YOUR HOSE TO YOUR HOUSE	17	Reg. No. 3554821	Tekni-Plex, Inc.
14	COUNTRY CLUB	17	Reg. No. 1393243	TPI Acquisition Subsidiary, Inc.
15	EARTH QUENCHER	17	Reg. No. 1546425	TPI Acquisition Subsidiary, Inc.
16	FAIRLAWN	17	Reg. No. 1208332	TPI Acquisition Subsidiary, Inc.
17	FORMULA Z7 and Design	17	Reg. No. 1008815	TPI Acquisition Subsidiary, Inc.
18	GRIPPER	17	Reg. No. 1346137	TPI Acquisition Subsidiary, Inc.
19	KEEP GROWING WITH SWAN	17	Reg. No. 1950653	TPI Acquisition Subsidiary, Inc.
20	MAXFLEX	17	Reg. No. 1511770	TPI Acquisition Subsidiary, Inc.
21	MEDALLION	17	Reg. No. 1314600	TPI Acquisition Subsidiary, Inc.
22	PERFECT GARDENER	17	Reg. No. 1917956	TPI Acquisition Subsidiary, Inc.
23	PERMAFLOW	17	Reg. No. 1733042	TPI Acquisition Subsidiary, Inc.
24	PRESSURE MASTER	17	Reg. No. 1016341	TPI Acquisition Subsidiary, Inc.
25	PROFLEX	17	Reg. No. 1504846	TPI Acquisition Subsidiary, Inc.
26	RV3	17	Reg. No. 1296205	TPI Acquisition Subsidiary, Inc.
27	SEAL-TITE	6	Reg. No. 2229710	TPI Acquisition Subsidiary, Inc.
28	SOFT & SUPPLE	17	Reg. No. 1132212	TPI Acquisition Subsidiary, Inc.
29	SWAN	17	Reg. No. 0740032	TPI Acquisition Subsidiary, Inc.

30	SWAN and Design	17	Reg. No. 0951370	TPI Acquisition Subsidiary, Inc.
31	WEATHER MASTER	17	Reg. No. 1337908	TPI Acquisition Subsidiary, Inc.
32	WEATHERFLEX	17	Reg. No. 1528240	TPI Acquisition Subsidiary, Inc.
33	WEATHER-FLEX	17	Reg. No. 1015801	TPI Acquisition Subsidiary, Inc.
34	YARD GARD	17	Reg. No. 2305696	TPI Acquisition Subsidiary, Inc.
35	YARD MATE	17	Reg. No. 1380431	TPI Acquisition Subsidiary, Inc.
36	WEATHER GUARD	17	Reg. No. 1337909	TPI Acquisition Subsidiary, Inc.
37	AMERICAN PRIDE	17	Reg. No. 1781431	TPI Acquisition Subsidiary, Inc.