

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
Argotec LLC		05/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3819124	ARGOBOND	
Registration Number:	4026874	ARGOEDGESEALPLUS	
Registration Number:	3819128	ARGOFLEX	
Registration Number:	3819126	ARGOGRAPH	
Registration Number:	3819125	ARGOGUARD	
Registration Number:	3819127	ARGOMED	
Registration Number:	4106444	ARGOMEDPLUS	
Registration Number:	3815213	ARGOTEC URETHANE FILM & SHEET	
Registration Number:	3819123	ARGOTHANE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-577-8265		

CH \$240.00 3819124

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-602
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	06/03/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2013, is made by ARGOTEC 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 May 31, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers 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 (the “Guaranty and Security Agreement”), to guaranty 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 the Grantor, hereby 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 the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

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, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks 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.

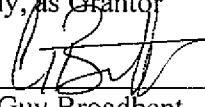
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

ARGOTEC LLC, a Delaware limited liability company, as Grantor


By: 
Name: Guy Broadbent
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005039 FRAME: 0869

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent


By: 
Name: Michael D. TerHorst
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Filing Date	Registration No.	Registration Date	Status
Argobond	Argotec LLC (f/k/a Argotec, Inc.)	09/26/2008	3,819,124	07/13/2010	Active – Section 8&15 Maintenance due 07/13/2016
ArgoEdgeSealPLUS	Argotec LLC (f/k/a Argotec, Inc.)	06/01/2010	4,026,874	09/13/2011	Active – Section 8&15 Maintenance due 09/13/2017
Argoflex	Argotec LLC (f/k/a Argotec, Inc.)	09/26/2008	3,819,128	07/13/2010	Active – Section 8&15 Maintenance due 07/13/2016
Argograph	Argotec LLC (f/k/a Argotec, Inc.)	09/26/2008	3,819,126	07/13/2010	Active – Section 8&15 Maintenance due 07/13/2016
Argoguard	Argotec LLC (f/k/a Argotec, Inc.)	09/26/2008	3,819,125	07/13/2010	Active – Section 8&15 Maintenance due 07/13/2016

Mark	Owner	Filing Date	Registration No.	Registration Date	Status
Argomed	Argotec LLC (f/k/a Argotec, Inc.)	09/26/2008	3,819,127	07/13/2010	Active – Section 8&15 Maintenance due 07/13/2016
ArgoMedPLUS (stylized)	Argotec LLC (f/k/a Argotec, Inc.)	09/29/2010	4,106,444	02/28/2012	Active – Section 8&15 Maintenance due 02/28/2018
	Argotec LLC (f/k/a Argotec, Inc.)	11/05/2008	3,815,213	07/06/2010	Active – Section 8&15 Maintenance due 07/06/2016
Argothane	Argotec LLC (f/k/a Argotec, Inc.)	09/26/2008	3,819,123	07/13/2010	Active – Section 8&15 Maintenance due 07/13/2016

2. TRADEMARK APPLICATIONS

None.