# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | LIEN |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Revere Plastics Systems, LLC | | 08/30/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Cantor Fitzgerald Securities |
| Street Address: | 499 Park Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|---|---|---|
| Serial Number: | 78893148 | REVERE PLASTICS SYSTEMS |

OP $40.00 78893148

CORRESPONDENCE DATA

Fax Number: 2026823580
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*
Phone: 202-682-3511
Email: mlyons@kayescholer.com
Correspondent Name: Mary Lyons
Address Line 1: 901-15th Street NW #700
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

| | |
|---|---|
| NAME OF SUBMITTER: | Mary Lyons |
| Signature: | /Mary Lyons/ |
| Date: | 09/06/2013 |

Total Attachments: 6
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**THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE LIENS AND SECURITY INTERESTS GRANTED HEREUNDER AND THE RIGHTS AND REMEDIES OF THE SECURED PARTIES ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN PRIORITY LIEN INTERCREDITOR AGREEMENT (AS DEFINED IN THE SECURITY AGREEMENT); AND EACH BENEFICIARY OF THE TERMS HEREOF, BY ITS EXECUTION OR ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE TERMS AND PROVISIONS OF THE PRIORITY LIEN INTERCREDITOR AGREEMENT.**

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2013 (this "Agreement"), is made by REVERE PLASTICS SYSTEMS, LLC (the "Grantor"), in favor of CANTOR FITZGERALD SECURITIES, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 30, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (as defined in the Credit Agreement), the various financial institutions and other Persons from time to time parties thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to maintain Credit Extensions in accordance with the terms of the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Lien Pledge and Security Agreement, dated as of August 30, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges, hypothecates, charges, mortgages, collaterally assigns and grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not or whether registered or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) above, and to the extent applicable, clause (b) above;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above and, to the extent applicable, clause (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license described in clause (b) above and all rights corresponding thereto;

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such

Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or occurrence of the Termination Date, the Administrative Agent will, at the Grantor's sole expense, take steps to release the Liens on, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination of the security interests granted herein.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *



TRADEMARK
REEL: 005106 FRAME: 0735

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

REVERE PLASTICS SYSTEMS, LLC, as Grantor

By: _____

Name: James E. Craig, III

Title: Secretary

CANTOR FITZGERALD SECURITIES,
as Administrative Agent

By: _____
Name: Shawn P. Matthews
Title: Chief Executive Officer

SCHEDULE I
to Second Lien Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

| Country | Trademark | Registration No. | Registration Date |
|---|---|---|---|
| US | REVERE PLASTICS SYSTEMS | 78/893,148 | 5/25/2006 |

Pending Trademark Applications

| Country | Trademark | Serial No. | Filing Date |
|---|---|---|---|

None.

Trademark Applications in Preparation

| Country | Trademark | Docket No. | Expected Filing Date | Products/Services |
|---|---|---|---|---|

None.

Item B. Trademark Licenses

| Country or Territory | Trademark | Licensor | Licensee | Effective Date | Expiration Date |
|---|---|---|---|---|---|

None.



RECORDED: 09/06/2013
TRADEMARK
REEL: 005106 FRAME: 0738