

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
API INDUSTRIES, INC.		09/30/2013	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	RBS CITIZENS, N.A., as Administrative Agent
Street Address:	711 Westchester Avenue, 3rd Fl., Ste 302
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10604
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 18		
Property Type	Number	Word Mark
Registration Number:	3597187	1 PLY 2 PLY 3 PLY
Registration Number:	3704739	ALUF PLASTICS
Registration Number:	3554772	A ALUF PLASTICS
Registration Number:	2706268	ULTRASAC
Registration Number:	3443909	COEX SUPERTUFF
Registration Number:	3599387	COEX SUPERTUFF
Registration Number:	3364826	COMMANDER
Registration Number:	4067772	HARMONYX
Registration Number:	4067934	HARMONYX
Serial Number:	85206496	
Serial Number:	85206503	
Registration Number:	3544329	OUR REPUTATION IN EVERY BAG
Registration Number:	3452196	PRO-LENE
Registration Number:	3599388	PRO-LENE

TRADEMARK

OP \$465.00 3597187

Registration Number:	3496722	PUT A LID ON MICROBES
Registration Number:	3544358	SUPER-LENE
Registration Number:	3781601	SUPER-LENE
Registration Number:	4014000	ULTRASAC

CORRESPONDENCE DATA

Fax Number: 2122383100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2122383244
 Email: jtelesford@emmetmarvin.com
 Correspondent Name: Janelle Telesford, Paralegal
 Address Line 1: 120 Broadway
 Address Line 2: Emmet, Marvin & Martin, LLP
 Address Line 4: New York, NEW YORK 10271

ATTORNEY DOCKET NUMBER:	F146621
NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	10/02/2013

Total Attachments: 3
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GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, API INDUSTRIES, INC., a New Jersey corporation (the "Grantor"), is obligated to RBS CITIZENS, N.A., as Administrative Agent (in such capacity, the "Secured Party") under the Credit Agreement, dated as of September 20, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Lenders from time to time party thereto and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of September 20, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between the Grantor, certain Subsidiaries of the Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule I, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 711 Westchester Avenue, 3rd Floor, Suite 302, White Plains, New York 10604.

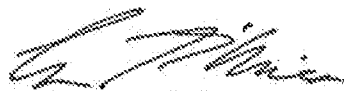
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 30th day of September, 2013.

API INDUSTRIES, INC.

By: 
Name: Susan Rosenberg
Title: President

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the 16 day of September in the year 2013 before me, the undersigned, personally appeared Susan Rosenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

My Commission Expires:

July 22, 2017

EVAN E. DAMICO
Notary Public, State of New York
No. 02DA8286183
Qualified in Nassau County
Commission Expires July 22, 2017

Schedule 1
to
Grant of Security Interest (Trademarks)
by API Industries, Inc.,
dated as of September 30, 2013

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
1 PLY 2 PLY 3 PLY AND DESIGN	77/276533	3597187	3/31/2009
ALUF PLASTICS	77/686972	3704739	11/3/2009
ALUF PLASTICS AND DESIGN	77/170035	3554772	12/30/2008
ULTRASAC	76/283638	2706268	4/15/2003
COEX SUPERTUFF	77/160741	3443909	6/10/2008
COEX SUPERTUFF AND DESIGN	77/265876	3599387	3/31/2009
COMMANDER	77/160774	3364826	1/8/2008
HARMONYX	77/826756	4067772	12/6/2011
HARMONYX AND DESIGN	77/947934	4067934	12/6/2011
MISCELLANEOUS DESIGN (Black/White Color Bag) (SUPPLEMENTAL)	85/206496		
MISCELLANEOUS DESIGN (Green Drawstring)	85/206503		
OUR REPUTATION IN EVERY BAG	77/170045	3544329	12/9/2008
PRO-LENE	77/160761	3452196	6/24/2008
PRO-LENE AND DESIGN	77/265903	3599388	3/31/2009
PUT A LID ON MICROBES	77/203531	3496722	9/2/2008
SUPER-LENE	77/184508	3544358	12/9/2008
SUPER-LENE AND DESIGN	77/265910	3781601	4/27/2010
ULTRASAC (Stylized) AND DESIGN	85/181007	4014000	8/16/2011