

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
Polyform Products Company, Inc.		12/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Levine Leichtman Capital Partners SBIC FUND, L.P.
Street Address:	335 North Maple Drive, Suite 130
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2848938	EZ SHAPE
Registration Number:	3740059	LIQUID SCULPEY
Registration Number:	4076174	LIVING DOLL
Registration Number:	4238986	MODEL AIR
Registration Number:	3759140	PLUFFY
Registration Number:	1528425	POLYFORM
Registration Number:	2385956	PREMO! SCULPEY
Registration Number:	2241219	PREMO! SCULPEY
Registration Number:	4323533	PREMO! SCULPEY ACCENTS
Registration Number:	1528424	SCULPEY
Registration Number:	2706692	SCULPEY AMAZING ERASER CLAY
Registration Number:	4076309	SCULPEY BAKE & BEND
Registration Number:	3713191	SCULPEY BAKE SHOP
Registration Number:	3788625	SCULPEY DOLL MAKER

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Registration Number:	1828252	SCULPEY III
Registration Number:	4073125	SCULPEY KEEPSAKE
Registration Number:	3275269	SCULPEY ULTRALIGHT
Registration Number:	3583939	STUDIO BY SCULPEY
Registration Number:	1827453	SUPER SCULPEY
Serial Number:	86004815	SCULPEY SOUFFLÉ

CORRESPONDENCE DATA

Fax Number: 2485668531
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 248-566-8530
Email: tmdocketing@honigman.com
Correspondent Name: Honigman Miller Schwartz and Cohn, LLP
Address Line 1: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	225828-344961
NAME OF SUBMITTER:	Julie E. Reitz
Signature:	/Julie E. Reitz/
Date:	12/20/2013

Total Attachments: 8
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS TRADEMARK SECURITY AGREEMENT AND THE INDEBTEDNESS SECURED HEREBY ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF THE DATE HEREOF, BY AND BETWEEN MADISON CAPITAL FUNDING LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS SUCCESSORS AND ASSIGNS FROM TIME TO TIME, LEVINE LEICHTMAN CAPITAL PARTNERS SBIC FUND, L.P., IN ITS CAPACITY AS AGENT FOR ITSELF AND THE OTHER PURCHASERS FROM TIME TO TIME PARTY THERETO AND SUCH PURCHASERS, TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST GRANTED HEREIN, THE INDEBTEDNESS SECURED HEREBY, AND THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE GRANTEE (AS DEFINED HEREIN) ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of this 19th day of December, 2013, by POLYFORM PRODUCTS COMPANY, INC., a Delaware corporation ("**Grantor**"), in favor of LEVINE LEICHTMAN CAPITAL PARTNERS SBIC FUND, L.P., in its capacity as Agent for the Purchasers (as defined in the Note Purchase Agreement referenced below) (in such capacity, "**Grantee**"):

WITNESSETH

WHEREAS, Grantor, as Company Representative, the purchasers party thereto from time to time as Purchasers and Grantee have entered into that certain Note Purchase Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), pursuant to which Grantee and Purchasers have agreed, subject to the terms and conditions thereof, to purchase certain notes from Grantor (collectively, the "**Notes**").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other Note Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of Purchasers, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired

Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement.

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, Grantor agrees as follows:

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Note Purchase Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, 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 such Trademark; and

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

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

3. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

4. Conflicts. If Grantor is required to take any action hereunder, and the taking of such action would conflict with action required to be taken by Grantor under any

Senior Debt Document (as defined in the Note Purchase Agreement), if Grantor takes such action under the Senior Debt Document, the taking of such action will be deemed to satisfy the requirement hereunder and Grantor will not be in violation of the applicable provision of this Agreement.

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

POLYFORM PRODUCTS COMPANY, INC.

By: 

Name: Steven Hartman

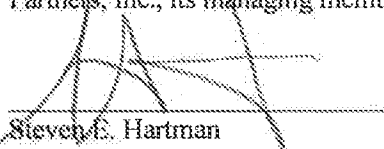
Title: Vice President and Secretary

Agreed and Accepted
As of the Date First Written Above:

**LEVINE LEICHTMAN CAPITAL
PARTNERS SBIC FUND, L.P.**
as Agent

By: LLC Partners SBIC GP, LLC,
its General Partner


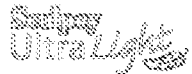
By: Levine Leichtman Capital
Partners, Inc., its managing member

By: 
Name: Steven E. Hartman
Title: Vice President

Trademark Security Agreement (Mezzanine)

TRADEMARK
REEL: 005180 FRAME: 0273

Schedule A
Trademark Registrations

Trademark	Registration No.	Registration Date	Jurisdiction
EZ SHAPE	Reg 2848938	Reg 01-JUN-2004	United States
LIQUID SCULPEY	Reg 3740059	Reg 19-JAN-2010	United States
LIVING DOLL	Reg 4076174	Reg 27-DEC-2011	United States
MODEL AIR	Reg 4238986	Reg 06-NOV-2012	United States
PLUFFY	Reg 3759140	Reg 09-MAR-2010	United States
POLYFORM ¹	Reg 1528425	Reg 07-MAR-1989	United States
PREMO! SCULPEY 	Reg 2385956	Reg 12-SEP-2000	United States
PREMO! SCULPEY	Reg 2241219	Reg 20-APR-1999	United States
PREMO! SCULPEY ACCENTS	Reg 4323533	Reg 23-APR-2013	United States
SCULPEY ²	Reg 1528424	Reg 07-MAR-1989	United States
SCULPEY AMAZING ERASER CLAY	Reg 2706692	Reg 15-APR-2003	United States
SCULPEY BAKE & BEND	Reg 4076309	Reg 27-DEC-2011	United States
SCULPEY BAKE SHOP	Reg 3713191	Reg 17-NOV-2009	United States
SCULPEY DOLL MAKER	Reg 3788625	Reg 11-MAY-2010	United States
SCULPEY III	Reg 1828252	Reg 29-MAR-1994	United States
SCULPEY KEEPSAKE	Reg 4073125	Reg 20-DEC-2011	United States
SCULPEY ULTRALIGHT 	Reg 3275269	Reg 07-AUG-2007	United States
STUDIO BY SCULPEY	Reg 3583939	Reg 03-MAR-2009	United States

¹ "Polyform" is incorrectly registered under Polyform Products, Inc. On November 14, 2013, a Section 7 Request Form was filed with the USPTO in order to amend the registration and that request is currently pending.

² "Sculpey" is incorrectly registered under Polyform Products, Inc. On November 14, 2013, a Section 7 Request Form was filed with the USPTO in order to amend the registration and that request is currently pending.

Trademark	Registration No.	Registration Date	Jurisdiction
			
SUPER SCULPEY	Reg 1827453	Reg 22-MAR-1994	United States
PLUFFY	Reg 9587148	Reg 21-APR-2011	Community Trademarks
SCULPEY	Reg 2741940	Reg 31-JUL-2003	Community Trademarks
PREMO!	Reg 10009907	Reg 28-NOV-2012	China
PREMO!	Reg 10009906	Reg 07-DEC-2012	China
pu lai mo 	Reg 10009898	Reg 28-NOV-2012	China
pu lai mo 	Reg 10009899	Reg 28-NOV-2012	China
SCULPEY	Reg 10009903	Reg 28-NOV-2012	China
SCULPEY	Reg 10009905	Reg 28-NOV-2012	China
si ku pei 	Reg 10009901	Reg 28-NOV-2012	China
si ku pei 	Reg 10009902	Reg 28-NOV-2012	China
si ku pei 	Reg 10009900	Reg 28-NOV-2012	China
EZ SHAPE	Reg TMA824653	Reg 23-MAY-2012	Canada
LIQUID SCULPEY	Reg TMA819349	Reg 07-MAR-2012	Canada
LIVING DOLL	Reg TMA833068	Reg 27-SEP-2012	Canada
PLUFFY	Reg TMA820860	Reg 28-MAR-2012	Canada

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Trademark	Registration No.	Registration Date	Jurisdiction
PREMO! SCULPEY	Reg TMA823398	Reg 04-MAY-2012	Canada
SCULPEY	Reg TMA819348	Reg 07-MAR-2012	Canada
SCULPEY AMAZING ERASER CLAY	Reg TMA819345	Reg 07-MAR-2012	Canada
SCULPEY BAKE & BEND	Reg TMA833203	Reg 28-SEP-2012	Canada
SCULPEY III	Reg TMA819347	Reg 07-MAR-2012	Canada
SCULPEY KEEPSAKE	Reg TMA832786	Reg 26-SEP-2012	Canada
SCULPEY ULTRALIGHT & feather design 	Reg TMA819626	Reg 12-MAR-2012	Canada
SUPER SCULPEY	Reg TMA819627	Reg 12-MAR-2012	Canada

Trademark Applications

Trademark	Application No.	Application Date	Jurisdiction
SCULPEY SOUFFLÉ ³	App 86004815	App 08-JUL-2013	United States
SCULPEY	App 10009904	App 27-SEP-2011	China
MODEL AIR	App 155130100	App 09-NOV-2011	Canada
PREMO! ACCENTS	App 151207800	App 21-JAN-2011	Canada

³ The application for "Sculpey Souffle" was submitted incorrectly under Polyform Products, Inc. On November 6, 2013, a voluntary amendment was filed with the USPTO in order to amend the application. The USPTO has responded to the voluntary amendment with an Office Action and the Company has six months to provide a response to the USPTO.