

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
PINNACLE FILMS CORPORATION		12/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD., SILICON VALLEY BRANCH		
Street Address:	333 W. San Carlos Street		
Internal Address:	Suite #100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	CORPORATION: TAIWAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3383306	PALLET LOCK	
Registration Number:	3570846	FILM OF TOMORROW	
Registration Number:	2428823	A GENERATION AHEAD	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(415) 268-7000		
Email:	ksamia@mofa.com		
Correspondent Name:	Lynn M. Humphreys		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		

CH \$90.00 3383306

ATTORNEY DOCKET NUMBER:	26486-22
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/LMH/
Date:	01/02/2014

Total Attachments: 23

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 30, 2013, is made by and among (a) the Borrowers identified on Annex 1 hereto (each a "Borrower" and, collectively, the "Borrowers"), (b) the Guarantors identified on Annex 1 hereto (each a "Guarantor" and, collectively, the "Guarantors"; each Borrower and each Guarantor is individually a "Grantor" and collectively, the "Grantors"), and (c) MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD., SILICON VALLEY BRANCH, as agent for the Lenders referred to below (in such capacity, the "Agent").

The Borrowers, certain financial institutions as lenders (the "Lenders") and the Agent are parties to a Secured Revolving and Term Loan Credit Agreement, dated as of the date hereof (as amended, modified, renewed, extended or replaced from time to time, the "Credit Agreement"). To guarantee the indebtedness and other obligations of the Borrowers under the Credit Agreement, the Guarantors have executed a Guaranty, dated as of the date hereof (as amended, modified, renewed, extended or replaced from time to time, the "Guaranty") in favor of the Agent. It is a condition precedent to the Borrowings under the Credit Agreement that the Grantors enter into this Agreement and grant to the Agent, for itself and for the ratable benefit of the Lenders, the security interests hereinafter provided to secure the obligations of the Grantors described below.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" means the indebtedness, liabilities and other obligations of the Grantors or any other Credit Party to the Agent and the Lenders under or in connection with the Credit Agreement, the Notes, the Guaranty, the Collateral Documents and any other Loan Documents, including all unpaid principal of the Loans, all interest accrued thereon, all fees due under the Credit Agreement and the Fee Letter, and all other amounts payable by the Grantors or any other Credit Party to the Agent and the Lenders thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against any Grantor or any other Credit Party of any Insolvency Proceeding naming any such Person as the debtor in such proceeding.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation set forth in Section 1.03 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, each Grantor hereby pledges, grants assigns, transfers and conveys to the Agent, and grants a security interest in and mortgage to the Agent, for itself and on behalf of and for the ratable benefit of the Lenders, all of such Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all domestic patents and patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedules A and B), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), and federal trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedules C and D), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles and rights to payment associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Each Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 24.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. Each Grantor acknowledges that the rights and remedies of the Agent with respect to the security interest in the

Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. Each Grantor represents and warrants to each Lender and the Agent that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and registrations owned by such Grantor, in whole or in part, is set forth in Schedule A.

(b) Patent Applications. A true and correct list of all of the existing Collateral consisting of U.S. patent applications owned by such Grantor, in whole or in part, is set forth in Schedule B.

(c) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks and trademark registrations owned by such Grantor, in whole or in part, is set forth in Schedule C.

(d) Trademark Applications. A true and correct list of all of the existing Collateral consisting of U.S. trademark applications owned by such Grantor, in whole or in part, is set forth in Schedule D.

SECTION 5 Further Acts. On a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, at the expense of each Grantor.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Agent, if and when any Grantor shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and such Grantor shall give to the Agent prompt notice thereof. Each Grantor shall do all things deemed necessary or advisable by the Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Agent in such future acquired Collateral. Each Grantor hereby authorizes the Agent to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on such Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7 Agent Appointed Attorney-in-Fact. The Agent shall have the right to, in the name of any Grantor, or in the name of the Agent or otherwise, without notice to or assent by any Grantor, and each Grantor hereby constitutes and appoints the Agent (and any of the Agent's officers or employees or agents designated by the Agent) as such Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Agent: (i) to sign and file in the name of any Grantor (with or without any Grantor's signature) any financing statement or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of any Grantor on all or any of such documents or instruments and perform all other acts that the Agent deems necessary

or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Agent's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of any Grantor, which the Agent may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or, after the occurrence of any Event of Default, institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of any Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) during the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for the Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itself, without the applicable Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lenders have any Commitments or the Secured Obligations have not been paid and performed in full. Each Grantor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Agent Performance of Grantors Obligations. The Agent may perform or pay any obligation which any Grantor has agreed to perform or pay under or in connection with this Agreement, and such Grantor shall reimburse the Agent on demand for any amounts paid by the Agent pursuant to this Section 8.

SECTION 9 Agent's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence of any Event of Default, the Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, each Grantor agrees that the Agent shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Agent's rights or remedies upon or after the occurrence of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Agent deems necessary or advisable, in the name of any Grantor or the Agent, to enforce or protect any Collateral, and any license thereunder, in which event each Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all documents required by the Agent in aid of such enforcement.

SECTION 11 Waivers. Grantor hereby waives with respect to this Agreement each of the waivers made in the Security Agreement, which are incorporated by reference herein as if set forth in their entirety.

SECTION 12 Notices. All notices or other communications hereunder shall be given in the manner and to the addresses specified in the Credit Agreement or, if applicable, in the Guaranty. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices and other communications (i) sent by facsimile or

by email shall be deemed to have been given when sent, and (ii) posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described in the Credit Agreement (or, if applicable, the Guaranty), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if a notice or other communication is not given during normal business hours for the recipient, it shall be deemed to have been given at the opening of business on the next business day for the recipient and notices and communications to the Agent shall not be effective until actually received by the Agent, and notices delivered to the Administrative Borrower shall constitute notice to all Grantors and other Credit Parties.

SECTION 13 No Waiver; Cumulative Remedies. No failure on the part of the Agent or any Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent and the Lenders.

SECTION 14 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Grantor, the Agent and the Lenders and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to the Credit Agreement, the Guaranty, the Security Agreement or this Agreement.

SECTION 15 Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 16 Submission to Jurisdiction.

(a) **Submission to Jurisdiction.** Each Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against Agent, any Lender or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Loan Document shall affect any right that Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or any other Credit Party or its properties in the courts of any jurisdiction.

(b) **Waiver of Venue.** Each Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan

Document in any court referred to in subsection (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 14.02(a) of the Credit Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

SECTION 17 Waiver of Jury Trial and Judicial Reference Provision. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

If any action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement or any other Loan Document, (a) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of Law) and to report a statement of decision, provided that at the option of any party to such proceeding, any such issues pertaining to a “provisional remedy” as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (b) Grantor shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

SECTION 18 Limitation on Liability. No claim shall be made by any party hereto for any special, indirect, exemplary, consequential or punitive damages in respect of any breach or wrongful conduct (whether or not the claim therefor is based on contract, tort or duty imposed by law), in connection with, arising out of or in any way related to the transactions contemplated by this Agreement or any act or omission or event occurring in connection therewith; and each party hereto hereby waives, releases and agrees not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

SECTION 19 Entire Agreement; Amendment. This Agreement and the other Loan Documents contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 20 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and

invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 21 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 22 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Sections 1.02, 1.03 and Article XIV thereof, such provisions are incorporated herein by this reference.

SECTION 23 No Inconsistent Requirements. Each Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. In the event of any conflict, inconsistency or ambiguity between or among any of the provisions contained herein and the provisions of the Credit Agreement, the parties agree that the provision of the Credit Agreement shall control over any provision in any other document which is in conflict therewith.


SECTION 24 Termination. Upon the termination of the Commitments of the Lenders and payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and the Agent shall promptly execute and deliver to each Grantor such documents and instruments reasonably requested by such Grantor as shall be necessary to evidence termination of all security interests given by such Grantor to the Agent hereunder, including cancellation of this Agreement by written notice from the Agent to the PTO.

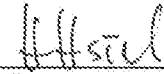
[Signature on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.


GRANTORS:

INTEPLAST GROUP INC., a Delaware corporation

By: 
Name: Robert Wang
Title: AVP & Treasurer

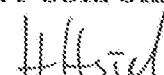
By: 
Name: Homer Hsieh
Title: Division President

OMATEX CORPORATION, a Delaware corporation

By: 
Name: Robert Wang
Title: AVP and Treasurer


By: 
Name: Homer Hsieh
Title: Authorized Signatory


AMTOPP CORPORATION, a Delaware corporation

By: 
Name: Homer Hsieh
Title: President

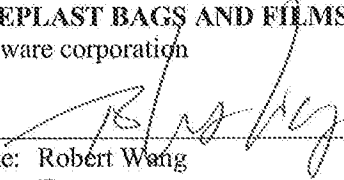
By: 
Name: Robert Wang
Title: AVP and Treasurer

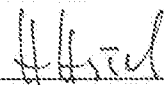
SALERNO PACKAGING INC., a Delaware corporation

By: 
Name: Robert Wang
Title: Treasurer

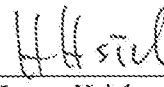
By: 
Name: Joseph Wang
Title: VP Administration

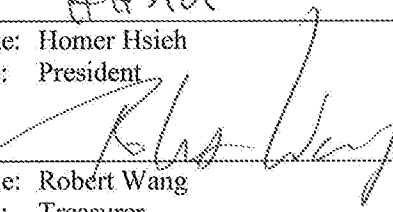
INTEPLAST BAGS AND FILMS CORPORATION, a Delaware corporation

By: 
Name: Robert Wang
Title: Treasurer

By: 
Name: Homer Hsieh
Title: President

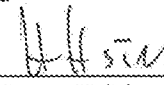
PINNACLE FILMS CORPORATION, a Delaware corporation

By: 
Name: Homer Hsieh
Title: President

By: 
Name: Robert Wang
Title: Treasurer

INTEPLAST GROUP, LTD., a Texas limited partnership

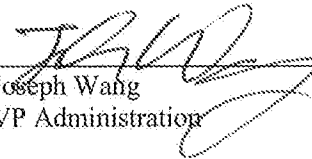
By: AmTopp Corporation, a Delaware corporation, its Managing General Partner

By: 
Name: Homer Hsieh
Title: President


By: 
Name: Robert Wang
Title: AVP and Treasurer

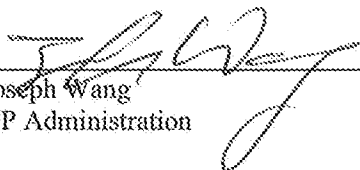
LONE STAR PLASTICS, INC., a Texas corporation

By: 
Name: Robert Wang
Title: Chief Financial Officer

By: 
Name: Joseph Wang
Title: VP Administration

NIAFLEX CORPORATION, a Delaware corporation

By: 
Name: Robert Wang
Title: Treasurer

By: 
Name: Joseph Wang
Title: VP Administration

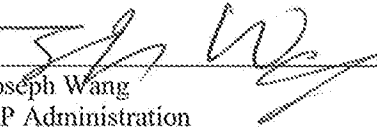
PITT PLASTICS, INC., a Kansas corporation

By: 
Name: Robert Wang
Title: Chief Financial Officer

By: 
Name: Joseph Wang
Title: VP Administration

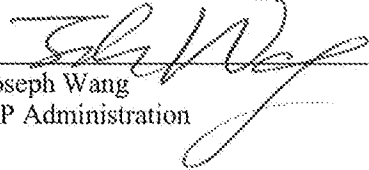
TRINITY PLASTICS INC., a Delaware corporation

By: 
Name: Robert Wang
Title: Chief Financial Officer

By: 
Name: Joseph Wang
Title: VP Administration

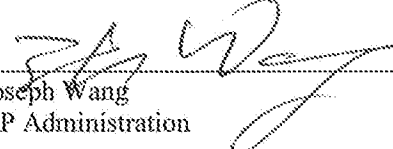
IP MOULDING INC., a Delaware corporation

By: 
Name: Robert Wang
Title: Chief Financial Officer

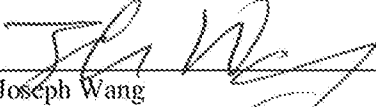
By: 
Name: Joseph Wang
Title: VP Administration

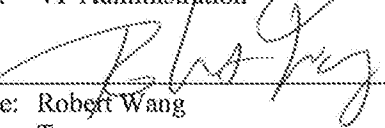
MINIGRIP LLC, a Delaware limited liability company

By: 
Name: Robert Wang
Title: Chief Financial Officer

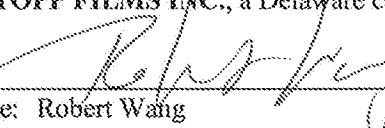
By: 
Name: Joseph Wang
Title: VP Administration

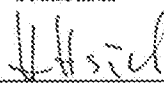
HARTMAN PLASTICS CORPORATION,
a Delaware corporation

By: 
Name: Joseph Wang
Title: VP Administration

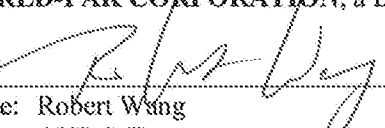
By: 
Name: Robert Wang
Title: Treasurer

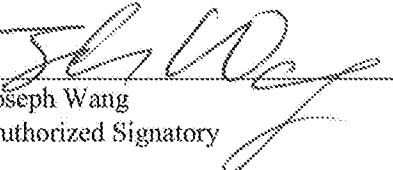
AMTOPP FILMS INC., a Delaware corporation

By: 
Name: Robert Wang
Title: Treasurer

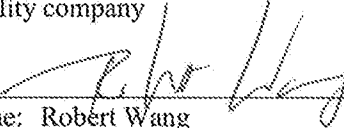
By: 
Name: Homer Hsieh
Title: President

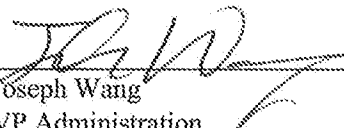
WORLD-PAK CORPORATION, a Delaware corporation

By: 
Name: Robert Wang
Title: AVP & Treasurer

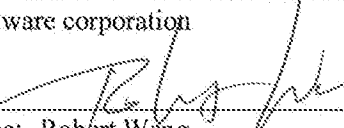
By: 
Name: Joseph Wang
Title: Authorized Signatory

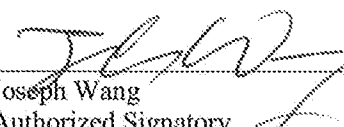
MINIGRIP COMMERCIAL LLC, a Delaware limited liability company

By: 
Name: Robert Wang
Title: Treasurer

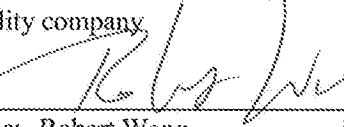
By: 
Name: Joseph Wang
Title: VP Administration

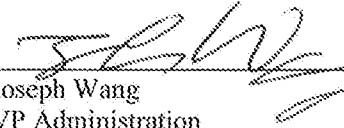
INTEGRATED BAGGING SYSTEMS CORPORATION, a Delaware corporation

By: 
Name: Robert Wang
Title: AVP & Treasurer

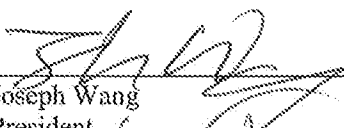
By: 
Name: Joseph Wang
Title: Authorized Signatory

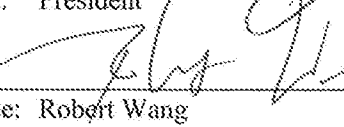
FANTAPAK INTERNATIONAL LLC, a Delaware limited liability company

By: 
Name: Robert Wang
Title: Chief Financial Officer

By: 
Name: Joseph Wang
Title: VP Administration

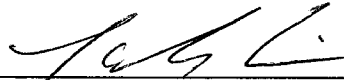
VIVA PROPERTIES LLC, a Delaware limited liability company

By: 
Name: Joseph Wang
Title: President

By: 
Name: Robert Wang
Title: Treasurer

THE AGENT

**MEGA INTERNATIONAL COMMERCIAL
BANK, CO., LTD., SILICON VALLEY BRANCH,
as Agent**

By: 
Name: Yuan-Hsi Lin
Title: Senior Vice President and General Manager

ANNEX 1
to the Patent and Trademark Security Agreement

Grantors

Borrowers

1. INTEPLAST GROUP INC., a Delaware corporation
2. OMATEX CORPORATION, a Delaware corporation
3. AMTOPP CORPORATION, a Delaware corporation
4. SALERNO PACKAGING INC., a Delaware corporation
5. INTEPLAST BAGS AND FILMS CORPORATION, a Delaware corporation
6. PINNACLE FILMS CORPORATION, a Delaware corporation
7. INTEPLAST GROUP, LTD., a Texas limited partnership
8. LONE STAR PLASTICS, INC., a Texas corporation
9. NIAFLEX CORPORATION, a Delaware corporation
10. PITT PLASTICS, INC., a Kansas corporation
11. TRINITY PLASTICS INC., a Delaware corporation
12. IP MOULDING INC., a Delaware corporation
13. MINIGRIP LLC, a Delaware limited liability company

Guarantors

1. HARTMAN PLASTICS CORPORATION, a Delaware corporation
2. AMTOPP FILMS INC., a Delaware corporation
3. WORLD-PAK CORPORATION, a Delaware corporation
4. MINIGRIP COMMERCIAL LLC, a Delaware limited liability company
5. INTEGRATED BAGGING SYSTEMS CORPORATION, a Delaware corporation
6. FANTAPAK INTERNATIONAL LLC, a Delaware limited liability company
7. VIVA PROPERTIES LLC, a Delaware limited liability company

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of the Grantors

Entity	Publication /Registration Number Application Number	Status	Title	Publication /Issue Date Filing Date
Integrated Bagging Systems Corporation	<u>D544320</u> 29222950	Issued	Opener for Plastic Produce Bags	06/12/2007 02/07/2005
Inteplast Group, Ltd.	<u>D544320</u> 29222950	Issued	Opener for Plastic Produce Bags	06/12/2007 02/07/2005
	<u>D623315</u> 29338248	Issued	Deck Board	09/07/2010 06/08/2009
	<u>D680695</u> 29411103	Issued	Disposable Plastic Color-Contrast Glove	04/23/2013 01/17/2012
	<u>6481594</u> 09927750	Issued	Roll Mounted T-Shirt Style Produce Bag and Dispensers for Same	11/19/2002 08/08/2001
	5439628 08/187,086	Issued	Method for manufacturing polypropylene film and sheet	08/08/1995 01/25/1994
	<u>5967662</u> 09050708	Issued	Instant pull T-shirt bag stack and method of manufacturing same	10/19/1999 03/30/1998
	<u>5979655</u> 09089982	Issued	Plastic bag stack with special tab opening	11/09/1999 06/03/1998
	<u>6079877</u> 09098022	Issued	Plastic bag with triangular cut tabs	06/27/2000 06/15/1998
	<u>6149007</u> 09431026	Issued	Central handled co-extruded stiff polyethylene bag stack and method of making same	11/21/2000 10/27/1999
	<u>6382429</u> 09829205	Issued	Adapter for dispensing rack for T- shirt style bags with rupturable tab opening	05/07/2002 04/09/2001
	<u>6759114</u> 10039809	Issued	Light weight board of improved surface flatness and process for production thereof	07/06/2004 10/27/2001
	<u>7337591</u> 09995486	Issued	Building construction system	03/04/2008 11/28/2001
	<u>8251270</u> 12586839	Issued	Plastic grocery bag dispenser with side panels and guide bar	08/28/2012 09/29/2009
	<u>8425818</u> 12129312	Issued	Underwater pelletizing machine and method of extruding foamed thermoplastic pellets	04/23/2013 05/29/2008
Inteplast Group Inc.	<u>6098806</u> 09412720	Issued	Storage and dispensing unit for merchandise bags	08/08/2000 10/05/1999

Minigrip LLC	<u>6217216</u> 09422696	Issued	Reclosable plastic bag with non-perforated tear zone	04/17/2001 10/21/1999
	<u>6962439</u> 10093565	Issued	Leak resistant tamper evident reclosable plastic bag	11/08/2005 03/08/2002
	<u>7134788</u> 10459286	Issued	Resealable bag with top tear-away header and zipper and method of manufacturing the same	11/14/2006 06/11/2003
	<u>7328789</u> 10763001	Issued	Odor-eliminating camouflaged reclosable storage bag	02/12/2008 01/22/2004
Vifan USA, Inc.	<u>US20030148121</u> 10071054	Abandoned	Metallized Film Having A Medium Density Polyethylene Layer	08/07/2003 02/07/2002
	<u>US20030211309</u> 10141031	Abandoned	Polypropylene Films	11/13/2003 05/08/2002
	WO03095191 PCT/US02/029124	Abandoned	Polypropylene Films	11/20/2003 09/12/2002

SCHEDULE B
to the Patent and Trademark Security Agreement
Pending U.S. Patent Applications of the Grantors

Entity	Publication /Registration Number Application Number	Status	Title	Publication /Issue Date Filing Date
Inteplast Group, Ltd.	<u>US20020125594</u> 09753428	Abandoned	Method of manufacturing wood-like polyvinyl chloride boards of low density and improved properties and resulting product	09/12/2002 01/03/2001
	<u>US20020160896</u> 09843347	Abandoned	Roll mounted t-shirt style produce bag method for making and dispenser for same	10/31/2002 04/27/2001
	<u>US20030215613</u> 09902317	Abandoned	Light weight board of improved mechanical strength and process for production thereof	11/20/2003 07/10/2001
	<u>US20040222542</u> 10831577	Abandoned	Method of making light weight board of improved mechanical strength	11/11/2004 04/26/2004
	<u>US20050098600</u> 10706553	Abandoned	Streamline folded t-shirt style produce bag for roll mounting	05/12/2005 11/12/2003
	<u>US20070209961</u> 11371447	Abandoned	Stacked plastic bag system with auto-inserting tongue mechanism and method for easy opening	09/13/2007 03/09/2006
	<u>US20080003869</u> 11765104	Abandoned	Extruded Thermoplastic Boards Having Enhanced Mechanical Strength	01/03/2008 06/19/2007
	<u>US20080003870</u> 11765111	Abandoned	Process for the Preparation of Extruded Thermoplastic Boards Having Enhanced Mechanical Strength	01/03/2008 06/19/2007
	<u>US20090317650</u> 12163577	Abandoned	Cross-Laminated Elastic Film	12/24/2009 06/27/2008
	WO2009157948	Expired	Cross-Laminated Elastic Film	12/30/2009 06/27/2008
	<u>US20110075951</u> 12586793	Abandoned	Multifold plastic grocery bags and roll	03/31/2011 09/28/2009
	<u>US20110289653</u> 13113773	Pending	Disposable Gloves and Glove Material Compositions	12/01/2011 05/23/2011
	<u>US20120222215</u> 13039115	Pending	Portable Lightweight Bed	09/06/2012 03/02/2011

B-1

Inteplast Group, Ltd.	WO2012118515 PCT/US11/31493	Pending	Portable Lightweight Bed	09/07/2012 04/07/2011
	<u>US20130067635</u> 13233778	Pending	Disposable Gloves and Glove Material Compositions	03/21/2013 09/15/2011
	<u>US20130067637</u> 13233798	Pending	Disposable Gloves and Glove Material Compositions Including a Coloring Agent	03/21/2013 09/15/2011
	<u>US20130077894</u> 13243410	Pending	Sealable Bag	03/28/2013 09/23/2011
	<u>US20130089280</u> 13267197	Pending	Sealable Bag	04/11/2013 10/06/2011
	US08/035,212	Abandoned	Method for manufacturing polypropylene for film or sheet	03/22/1993
	US10/227,659	Abandoned	Co-extruded stiff polyethylene bag stack and method of making same	08/26/2002
	US20080110118 11978389	Abandoned	Building construction system	05/15/2008 10/29/2007
	US20050281489 10872701	Abandoned	Selectively embossed tuck and lock bag	12/22/2005 06/21/2004
Minigrip LLC	US 08/604,851	Abandoned		
	US20050276524 11/206,530	Abandoned	Leak resistant tamper evident reclosable plastic bag	12/15/2005 08/18/2005
	US20080135161 12/069,683	Abandoned	Odor-eliminating camouflaged reclosable storage bag	06/12/2008 02/12/2008
	<u>US20070206888</u> 11368975	Pending	Multi-pocket specimen bag incorporating easy tear lines for removal of pre-sealed inserts	09/06/2007 03/06/2006
	<u>US20090028469</u> 12218418	Pending	Method to accurately control size, velocity, and relative position sets of reclosable mechanism	01/29/2009 07/15/2008
	US20090025191 12220371	Abandoned	Reclosable package or bag with double zipper or similar configuration	01/29/2009 07/24/2008
	<u>US20110165280</u> 13048143	Pending	Method to Accurately Control Size, Velocity, and Relative Position Sets of Reclosable Mechanism	07/07/2011 03/15/2011
	<u>US20110158565</u> 12777482	Pending	Reclosable Bag with Tear-Away Feature	06/30/2011 05/11/2010
	<u>US20120051670</u> 13029492	Pending	Storage Bag for Breast Pump	03/01/2012 02/17/2011
<u>US20130178793</u> 13544523	Pending	Pump-to-Bottle Bag	07/11/2013 07/09/2012	
Salerno Packaging Inc.	<u>US20130251290</u> 13428300	Pending	Tear Open Bag with Transmission Barrier	09/26/2013 03/23/2012


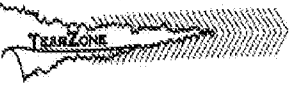
SCHEDULE C
to the Patent and Trademark Security Agreement

U.S. Trademarks of the Grantors

Entity	Country	App. No. or Reg. No.	Mark	App. Date / Reg. Date
Pitt Plastics, Inc.	Registered and Renewed (United States)	1,764,475	ROLL X	04/13/1993
	Registered (United States)	3,831,699	BIOSTAR and Design	08/10/2010
	Registered (United States)	2,959,814	STRONG ONE and Design	06/07/2005
Inteplast Group, Ltd.	Registered (United States)	4,383,238	VIAM FILMS A MEMBER OF INTEPLAST GROUP and Design	08/13/2013
	Registered (United States)	4,383,174	VIAM, CANADA	08/13/2013
	Registered (United States)	4,391,160	VIAM FILMS	08/27/2013
	Registered (United States)	4,395,168	VIAM FILMS, USA	09/03/2013
	Registered (United States)	4,328,395	WORLD OF BAGS	04/30/2013
	Registered (United States)	4,327,950	HANDI-SAC	04/30/2013
	Registered (United States)	4,059,093	INTEGREEN and Design	11/22/2011
	Registered (United States)	3,978,352	SPECI-ZIP	06/14/2011
	Registered (United States)	4,005,061	TUF BOARD ...DESIGNED FOR LIFE. and Design	08/02/2011
	Registered (United States)	4,112,544	INTEDECK	03/13/2012
	Registered (United States)	4,119,190	INTETRIM	03/27/2012
	Registered (United States)	4,119,191	INTE	03/27/2012
	Registered (United States)	4,136,083	SIALITE	03/01/2012
	Registered (United States)	3,881,657	INTE-FIT	11/23/2010

Inteplast Group, Ltd.	Registered (United States)	4,060,703	GREENCEMENT - THE MATERIAL THAT CHANGES EVERYTHING	11/22/2011
	Registered (United States)	4,026,308	FRESH 4 YOU and Design	09/13/2011
	Registered (United States)	4,109,277	ALUMASIL	03/06/2012
	Registered (United States)	3,933,213	BARRIER-BAC and Design	03/22/2011
	Registered (United States)	3,933,210	BARRIER-BAC	03/22/2011
	Registered (United States)	3,719,327	AQUAPERM	12/01/2009
	Registered (United States)	3,461,633	RACK 'N SAC	07/28/2008
	Registered (United States)	3,524,868	WORLD OF GREEN PLASTICS	10/28/2008
	Registered (United States)	3,441,752	PELLIKO	06/03/2008
	Registered (United States)	3,494,594	P TRACKMASTER and Design	09/02/2008
	Registered (United States)	3,524,767	WORLD OF PLASTICS	10/28/2008
	Registered (United States)	3,259,906	WORLD OF FILMS	07/10/2007
	Registered (United States)	3,267,976	LOADSTAR and Design	07/24/2007
	Registered (United States)	3,236,761	GRIP 'N GO TEAR HERE· OPEN HERE· · OPEN HERE· TEAR HERE PATENT PENDING and Design	05/01/2007
	Registered (United States)	3,113,013	GET REDDI and Design	07/04/2006
	Registered (United States)	3,048,935	P AMTOPP X-TREME	01/24/2006
	Registered and Renewed (United States)	2,794,892	INTEPRO	12/16/2003
	Registered and Renewed (United States)	2,786,606	INTEPLUS	11/25/2003
	Registered and Renewed (United States)	2,773,751	INTEFOAM	10/14/2003

Inteplast Group, Ltd.	Registered and Renewed (United States)	2,825,074	INTECEL	03/23/2004
	Registered and Renewed (United States)	2,724,251	TUF BOARD	06/10/2003
	Registered and Renewed (United States)	2,447,621	DRAW-TUFF	05/01/2001
	Registered and Renewed (United States)	2,713,836	IDEAL PRO-LINE and Design	05/06/2003
	Registered and Renewed (United States)	1,874,435	P and Design	01/17/1995
	Registered and Renewed (United States)	1,853,854	INTEPLAST	09/13/1994
	Registered and Renewed (United States)	1,577,549	SPECI-GARD	01/16/1990
	Registered and Renewed (United States)	1,524,471	PRESS AND CLOSE	02/14/1989
Hartman Plastics Corporation	Registered (United States)	4,240,658	HART BOARD	11/13/2012
IP Moulding Inc.	Registered (United States)	3,973,505	CRYSTAL WHITE	06/07/2011
	Registered and Renewed (United States)	1,996,161	AFFINITY	08/20/1996
	Registered and Renewed (United States)	1,910,089	PRIME MOULDING	08/08/1995
Minigrip LLC	Registered and Renewed (United States)	1,398,503	FRESHZIP	06/24/1986
	Registered and Renewed (United States)	1,336,298	MINIGRIP	05/21/1985
	Registered and Renewed (United States)	1,209,713	MINIGRIP	09/21/1982
	Registered (United States)	3,416,688	UV GUARD	04/29/2008
	Registered (United States)	3,336,959	GRIP N RIP and Design	11/13/2007

Minigrip LLC	Registered (United States)	3,117,060	DISPENSERBAG and Design	07/18/2006
	Registered (United States)	3,081,655	PACK N ZIP	04/18/2006
	Registered (United States)	2,909,319		12/07/2004
	Registered and Renewed (United States)	2,819,613	LAB GUARD	03/02/2004
	Registered and Renewed (United States)	2,806,102	COLORZIP	01/20/2004
	Registered and Renewed (United States)	2,446,272	SAFEGUARD	04/24/2001
	Registered and Renewed (United States)	2,403,710	ZIPPIT	11/14/2000
	Registered and Renewed (United States)	2,338,575		04/04/2000
	Registered and Renewed (United States)	1,904,964	RELOC	07/11/1995
	Registered and Renewed (United States)	1,398,503	FRESHZIP	07/24/1986
	Registered and Renewed (United States)	1,336,298	MINIGRIP	05/21/1985
	Registered and Renewed (United States)	1,209,713	MINIGRIP	09/21/1982
Pinnacle Films Corporation	Registered (United States)	3,383,306	PALLET LOCK	02/12/2008
	Registered (United States)	3,570,846	FILM OF TOMORROW	02/03/2009
	Registered and Renewed (United States)	2,428,823	A GENERATION AHEAD	02/13/2001

SCHEDULE D
to the Patent and Trademark Security Agreement

Pending U.S. Trademark Applications of the Grantors

Entity	Country	App. No. or Reg. No.	Mark	App. Date / Reg. Date
Pitt Plastics, Inc.	Pending (United States)	86/055,136	THE PITT FIT CAN LINER SYSTEM	9/04/2013
	Pending (United States)	86/045,973	TITANIUM CAN LINERS	08/23/2013
Inteplast Group, Ltd.	Pending (United States)	86/005,127	VIAM	07/09/2013
	Pending (United States)	85/916,324	XTRATUFF	04/26/2013
	Pending (United States)	85/721,164	FRESH-SAC	09/05/2012
	Pending (United States)	85/565,657	MEDI-FIT	03/09/2012