

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hilex Poly Co. LLC		07/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
Duro Hilex Poly, LLC		07/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	1423948	QUIKMATE	
Registration Number:	1429267	ROLLMATE	
Registration Number:	1524470	MINIMATE	
Registration Number:	1524547	ROLLMATE II	
Registration Number:	1699137	ONE TOUCH	
Registration Number:	1766706	QUIKMATE EZ	
Registration Number:	1855172	QUIKMATE MINI	
Registration Number:	2132866	QUIKTAB	
Registration Number:	2316520	QUIKSTAR	
Registration Number:	2987866	HPC HILEX	
Registration Number:	3088176	BAG-2-BAG	
Registration Number:	3420686	ENVIRO COUNT	
Registration Number:	3420687	ENVIRO COUNT RACK & BAG SYSTEM	
Registration Number:	3552296	THE PERFECT BAG	
Registration Number:	3296471	HOT & CRISPY	
Registration Number:	3256478	DURO	
Registration Number:	2156151	E-Z KARRY SACK	
Registration Number:	1704926	D PLAS-T-SAK	
TRADEMARK			

CH \$815.00 1423948

Property Type	Number	Word Mark
Registration Number:	1453191	PLAS-T-SAK
Registration Number:	0058667	ELEPHANT
Registration Number:	0058326	STRONGHOLD
Registration Number:	0054223	ALLIGATOR
Registration Number:	0056196	PANTHER
Registration Number:	0056191	MOOSE
Registration Number:	0056119	BEAR
Registration Number:	0056120	BUFFALO
Registration Number:	0056190	LION
Registration Number:	0056192	TIGER
Registration Number:	0056121	WOLF
Registration Number:	3577532	CONDO AUTHORITY
Serial Number:	85518509	THINK 6
Serial Number:	85501990	ROLLSTAR

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-544

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 07/03/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 3, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), 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 Second Amended and Restated Credit Agreement, dated as of July 3, 2014 (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 Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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, each 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and 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 such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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.

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 each 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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 New York.

[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,

HILEX POLY CO. LLC,

as Grantor

By: 

Name: Alex E. Washington

Title: Vice President

DURO HILEX POLY, LLC,

as Grantor

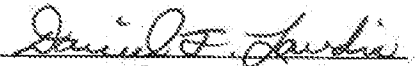
By: 

Name: Alex E. Washington

Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Daniel J. Landis
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Hilex


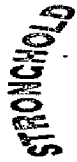

Country	Trademark	Filing Date	Serial Number	Registration Number	Registration Date
Australia	QUIKMATE	19-Jun-89	513123	513123	19-Jun-89
Australia	ROLLMATE	19-Jun-89	513454	513454	19-Jun-89
Canada	ENVIRO-MATE	24-May-88	0607654	368,784	18-May-90
Canada	JAWS	12-Mar-90	0652917	386,197	28-Jun-91
Canada	MINIMATE	22-Dec-88	0621962	369092	1-Jun-90
Canada	QUIKMATE-EZ	24-Aug-93	0735517	435864	18-Nov-94
Canada	QUIKSERV	2-May-03	1176916	664,671	18-May-06
Canada	QUIKSTAR	16-Mar-99	1008612	536915	8-Nov-00
Canada	QUIKTAB	30-Apr-97	0841680	527021	26-Apr-00
Canada	ROLLMATE	13-Aug-86	0567642	332459	25-Sep-87
Canada	ROLLMATE II	23-Nov-88	0619746	368,554	11-May-90
Germany	ROLLMATE	26-May-88	S 46747	1136186	15-Mar-89
Mexico	QUIKSTAR	9-Feb-99	363120	697197	30-Apr-01
Mexico	QUIKTAB	10-Apr-97	291917	547731	29-Apr-97
U.K./Great Britain	ROLLMATE	21-Jun-88	1345196	1345196	19-Feb-90
USA	QUIKMATE	2-Jun-86	73601765	1423948	6-Jan-87
USA	ROLLMATE	21-Jul-86	73610399	1429267	17-Feb-87
USA	MINIMATE	10-May-88	73729431	1524470	14-Feb-89
USA	ROLLMATE II	12-Jul-88	73740971	1524547	14-Feb-89

Country	Trademark	Filing Date	Serial Number	Registration Number	Registration Date
USA	ONE TOUCH	5-Jun-91	74174033	1699137	7-Jul-92
USA	QUIKMATE EZ	28-Jan-92	74240965	1766706	20-Apr-93
USA	QUIKMATE MINI	16-Mar-93	74368277	1855172	20-Sep-94
USA	QUIKTAB	8-Apr-97	75278309	2132866	27-Jan-98
USA	QUIKSTAR	19-Jan-99	75627557	2316520	8-Feb-00
USA	HPC HILEX (stylized)	5-Nov-03	76556958	2987866	23-Aug-05
USA	BAG-2-BAG	1-Dec-04	76622912	3088176	2-May-06
USA	THINK 6	17-Jan-12	85518509		
USA	ROLLSTAR	22-Dec-11	85501990		
USA	ENVIROCOUNT	16-Aug-06	78953772	3420686	29-Apr-08
USA	ENVIROCOUNT RACK & BAG SYSTEM	16-Aug-06	78953781	3420687	29-Apr-08
CANADA	ROLLSTAR	22-Jun-12	1583329		
MEXICO	ROLLSTAR	22-Jun-12	1285604		

Duro¹

Country	Trademark	Filing Date	Serial Number	Registration Number	Registration Date
USA	THE PERFECT BAG	01/08/2008	77/366,708	3,552,296	12/23/2008
USA	HOT & CRISPY	11/20/2006	77/048,015	3,296,471	09/25/2007
USA	DURO	08/30/2006	78/963,778	3,256,478	06/26/2007
USA	E-Z KARRY SACK	08/23/1996	75/156,081	2,156,151	05/12/1998

¹ As of the Closing Date, the following are still in the name of Duro Bag Manufacturing Company or one of its subsidiaries but will be assigned to Duro Hilex Poly, LLC.

Country	Trademark	Filing Date	Serial Number	Registration Number	Registration Date
USA		06/04/1991	74/172,819	1,704,926	08/04/1992
USA	PLAS-T-SAK	02/02/1987	73/642,435	1,453,191	08/18/1987
USA	ELEPHANT	06/05/1906	71/020,061	0058667	12/18/1906
USA		05/28/1906	71/019,917	0058326	12/11/1906
USA		03/10/1906	71/017,726	0054223	06/19/1906
USA	PANTHER	02/21/1906	71/017,224	0056196	08/28/1906
USA	MOOSE	02/14/1906	71/017,007	0056191	08/28/1906
USA	BEAR	02/14/1906	71/017,003	0056119	08/28/1906
USA	BUFFALO	02/14/1906	71/017,004	0056120	08/28/1906
USA	LION	02/14/1906	71/017,006	0056190	08/28/1906
USA	TIGER	02/14/1906	71/017,008	0056192	08/28/1906
USA	WOLF	02/14/1906	71/017,009	0056121	08/28/1906
Canada	FRESHNESS PAPER	04/20/2004	1214816	TMA647401	09/07/2005
Canada	BROTKÖNIG	01/09/2004	1201137	TMA680593	01/29/2007
Mexico	FRESHNESS PAPER	04/16/2004	1212481	1212481	04/19/2011
Mexico	BROTKÖNIG	01/09/2004	636841	845341	08/05/2004
USA	CONDO AUTHORITY	11/15/2007	77/330,700	3,577,532	02/17/2009