

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315268

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wellman Plastics Recycling LLC		08/26/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	3333 Peachtree Road		
<b>Internal Address:</b>	9th Floor, Attn: Group Portfolio Manager		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0814764	WELLAMID	
<b>Registration Number:</b>	1445793	WELLPET	
<b>Registration Number:</b>	3651991	PIRAMID	
<b>Serial Number:</b>	86056545	ECOLON	
<b>Serial Number:</b>	86071589	ECOLOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045818330		
<i>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.</i>			
<b>Phone:</b>	404-581-8275		
<b>Email:</b>	srbrown@jonesday.com		
<b>Correspondent Name:</b>	Sidney R. Brown, Jones Day		
<b>Address Line 1:</b>	1420 Peachtree Street, NE		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	566957-640013		
<b>NAME OF SUBMITTER:</b>	Sidney R. Brown		
<b>SIGNATURE:</b>	/Sidney R. Brown/		

OP \$140.00 0814764

<b>DATE SIGNED:</b>	08/27/2014
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 26, 2014, is made by and between WELLMAN PLASTICS RECYCLING LLC, a Delaware limited liability company (the "Grantor"), and SUNTRUST BANK (together with its successors and assigns, the "Lender").

**WITNESSETH:**

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, D.C. Foam Recycle Incorporated, a Maryland corporation, WPR Holdings LLC, a South Carolina limited liability company, the Persons party thereto from time to time as Guarantors, and the Lender, the Lender is willing to make certain financial accommodations available to the Grantor pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Lender that certain Amended and Restated Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein but not otherwise defined herein or in the above recitals have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Lender (for itself and on behalf of its Affiliates providing Bank Products to the Grantor) a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
  - (c) all reissues, renewals, continuations, or extensions of the foregoing;
  - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
  - (e) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Lender whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency proceeding, receivership, or similar case involving the Grantor.

4. SECURITY AGREEMENT.

(a) This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of registering the Security Interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office, or other similar office and corresponding offices in other countries of the world. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with, and not in limitation of, the Security Interests granted to the Lender pursuant to the Security Agreement, and the Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. To the extent there is a conflict between the Security Agreement and this Trademark Security Agreement, the Security Agreement shall control.

(b) The Grantor and the Lender hereby acknowledge and agree that the Security Interest created hereby in the Trademark Collateral shall not include, and the Security Interest granted herein shall not attach to, any asset (but not the proceeds thereof) subject to a rule of law, statute or regulation or of a lease agreement or any general intangible (including a contract, permit, license or franchise) or a Permitted Lien, where the grant of such Security Interest would invalidate or constitute a breach or violation of any such rule of law, statute, regulation, lease agreement or general intangible or agreement or agreements creating or giving rise to such Permitted Lien, provided that the limitation set forth in this sentence shall (x) exist only for so long as such rule of law, statute, regulation, lease agreement or general intangible or agreement and the Permitted Lien created therein continue to be effective (and, upon the cessation, termination, expiration of such rule of law, statute, regulation, lease agreement or general intangible or Permitted Lien, or if any such rule of law, statute or regulation is no longer applicable, the Security Interest granted herein shall be deemed to have automatically attached to such asset) and (y) not apply with respect to any asset if and to the extent that the prohibition or restriction on the Security Interest in and to such asset granted in this Trademark Security Agreement is rendered ineffective under Sections 9-406, 9 407, 9-408, or 9-409 of the UCC.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of the Security Agreement and this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing Security Interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the terms "includes" and "including" are not limiting. The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this

Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

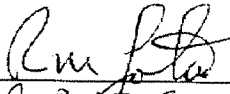
8. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without regard to the conflict of law principles thereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered, under seal, by its duly authorized officer as of the date first set forth above.

GRANTOR:

WELLMAN PLASTICS RECYCLING LLC

By:   
Name: ROBERT FOLTZ  
Title: CEO

[WELLMAN – Trademark Security Agreement (2014)]

LENDER:

SUNTRUST BANK

By: *Chris W*  
Name: *Christopher W. Waterstreet*  
Title: *VICE President*

[WELLMAN – Trademark Security Agreement (2014)]

**TRADEMARK**  
**REEL: 005352 FRAME: 0071**

**SCHEDULE I**

To Trademark Security Agreement

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
WELLAMID	0814764	09/13/1966	Wellman Plastics Recycling LLC
WELLPET	1445793	07/07/1987	Wellman Plastics Recycling LLC
PIRAMID	3651991	07/07/2009	Wellman Plastics Recycling LLC

**U.S. APPLICATIONS FOR TRADEMARK REGISTRATION**

<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Record Owner</b>
ECOLON	86056545	09/05/2013	Wellman Plastics Recycling LLC
ECOLOY	86071589	09/23/2013	Wellman Plastics Recycling LLC