

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Klockner Pentaplast of America, Inc.		04/28/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Trustee		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	The Cayman Islands Branch of a Bank organized and existing under the laws of Switzerland: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0798682	MIRREX	
Registration Number:	3518186	SMARTCYCLE	
Registration Number:	3529228	SMARTCYCLE MADE FROM BOTTLES	
Registration Number:	2000265	TRUPRINT	
Registration Number:	2328567	WAYPET	
Registration Number:	1502555	WAYTEK	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	038263-0347		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$165.00 0798682

SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	04/28/2015
Total Attachments: 5 source=Klockner - Trademark Security Agreement (EXECUTED)#page1.tif source=Klockner - Trademark Security Agreement (EXECUTED)#page2.tif source=Klockner - Trademark Security Agreement (EXECUTED)#page3.tif source=Klockner - Trademark Security Agreement (EXECUTED)#page4.tif source=Klockner - Trademark Security Agreement (EXECUTED)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 28, 2015, among Klöckner Pentaplast of America, Inc., each Additional Grantor listed on the signature pages hereto, (all of the foregoing, each a “**Grantor**” and collectively, the “**Grantors**”) Credit Suisse AG, Cayman Islands Branch, as Collateral Trustee for the Secured Parties (as defined in the Intercreditor Agreement referred to below) (herein in such capacity, the “**Collateral Trustee**”).

RECITALS

- (A) Kleopatra Holdings 2, an entity organized under the laws of Luxembourg (“**Parent**”), KP Holding GmbH & Co. KG, a company organized under the laws of the Federal Republic of Germany (“**Holdings**”), KP International Holding GmbH, a company organized under the laws of the Federal Republic of Germany (“**Intermediate US Holdings**”), Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and the other parties party thereto have entered into that certain Intercreditor Agreement dated as of April 28, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”).
- (B) Parent, Holdings, Intermediate US Holdings, the Grantors, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and the other parties party thereto have entered into that certain Credit Agreement dated as of April 28, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).
- (C) The Grantors are party to a Security Agreement, dated as of April 28, 2015, in favor of the Collateral Trustee (the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Debt Documents, including the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

As security for the prompt and complete payment or performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Collateral Trustee, for its benefit and for the benefit of the Secured Parties, a security interest in and Security on all of its right, title and interest in, to and under all Trademark Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Trademark Collateral**” means each Grantor’s right, title and interest in, to and under

- (a) all registrations and applications for registrations of trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers subject to the trademark laws of the United States or any similar offices in any State of the United States or any other country, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I hereto and all rights in the trademarks, service marks, trade dress, logos, designs, and fictitious business names that are the subject of such registrations and applications;
- (b) all goodwill connected with the use of and symbolized thereby;
- (c) all claims for, and right to sue for, past, present or future infringements, dilutions or other violations of any of the foregoing;
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past, present or future infringement, dilution or other violation thereof; and
- (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include any Excluded Property and no Grantor shall be deemed to have granted a Security Interest therein.

SECTION 4 Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Trustee pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the security interest granted by them 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. In the event of a conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall prevail.

SECTION 5 Governing Law


THIS 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, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KLÖCKNER PENTAPLAST OF AMERICA,
INC.

By:  _____

Name: Dr. Markus Hölzl

Title: Officer / Vice President

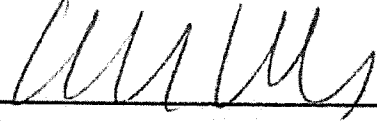
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

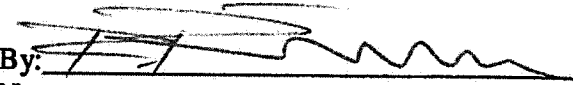
TRADEMARK
REEL: 005505 FRAME: 0529

COLLATERAL TRUSTEE:


ACCEPTED AND AGREED:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**

By: 
Name: **ROBERT HETU**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **Remy Riestler**
Title: **Authorized Signatory**

SCHEDULE I
TRADEMARK COLLATERAL
Trademarks

Grantor	Title	Filing Date/Issued Date	Status	Application/Registration No.	Jurisdiction
Klockner Pentaplast of America, Inc.	Mirrex	November 16, 1965	Registered	0798682	US
Klockner Pentaplast of America, Inc.	Smartcycle	October 14, 2008	Registered	3518186	US
Klockner Pentaplast of America, Inc.	Smartcycle Made From Bottles (Design) 	November 4, 2008	Registered	3529228	US
Klockner Pentaplast of America, Inc.	Truprint	September 10, 1996	Registered	2000265	US
Klockner Pentaplast of America, Inc.	Waypet	March 14, 2000	Registered	2328567	US
Klockner Pentaplast of America, Inc.	Waytek	August 30, 1988	Registered	1502555	US