TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343286

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	16

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC.		06/01/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3243779	FLEXCHEM
Registration Number:	2220816	COLORITE
Registration Number:	2213716	COLORITE POLYMERS

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0662
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	06/02/2015
Total Attachments: 7	

OP $90.00 3243779

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Execution Version

SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2015, between **TEKNI-PLEX, INC.**, a Delaware corporation, **NATVAR HOLDINGS, LLC**, a Delaware limited liability company, **TP/ELM ACQUISITION SUBSIDIARY, INC.**, a Delaware corporation, **TRI-SEAL HOLDINGS, INC.**, a Delaware corporation, **TPI ACQUISITION SUBSIDIARY, INC**., a Delaware corporation, **PURETEC CORPORATION**, a Delaware corporation, **BURLINGTON RESINS, INC.**, a Delaware corporation, **PLASTIC SPECIALTIES AND TECHNOLOGIES, INC.**, a Delaware corporation, and **PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC.**, a Delaware corporation (each, a "***Grantor***"), and **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Tekni-Plex, Inc. (the "***Borrower***"), Tekni-Plex Holdings, LLC ("***Holdings***"), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement, dated as of June 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***");

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of June 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Second Lien Security Agreement***"), among the Borrower, the Guarantors party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "***Grantee***"), and (ii) certain other Security Documents (including this Second Lien Trademark Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Second Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Second Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Second Lien Security Agreement, each Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under 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 acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by such Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which such Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Second Lien Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Second Lien Trademark Security Agreement and the provisions of the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

TEKNI-PLEX, INC.

By: _____
Name:
Title:

NATVAR HOLDINGS, LLC

By: _____
Name:
Title:

TP/ELM ACQUISITION SUBSIDIARY, INC.

By: _____
Name:
Title:

TRI-SEAL HOLDINGS, INC.

By: _____
Name:
Title:

TPI ACQUISITION SUBSIDIARY, INC.

By: _____
Name:
Title:

PURETEC CORPORATION

By: _____
Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement]

BURLINGTON RESINS, INC.

By: _____
Name:
Title:

PLASTIC SPECIALTIES AND TECHNOLOGIES, INC.

By: _____
Name:
Title:

PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC.

By: _____
Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement]

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: Robert Hetu
Title: Authorized Signatory

By: _____
Name: Karim Rahimtoola
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

Schedule 1
to Second Lien Trademark Security Agreement

TEKNI-PLEX, INC.
NATVAR HOLDINGS, LLC
TP/ELM ACQUISITION SUBSIDIARY, INC.
TRI-SEAL HOLDINGS, INC.
TPI ACQUISITION SUBSIDIARY, INC.
PURETEC CORPORATION
BURLINGTON RESINS, INC.
PLASTIC SPECIALTIES AND TECHNOLOGIES, INC.
PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC.

TRADEMARKS

Grantor	Title	Filing Date/Issued Date	Status	Application/ Registration No.
Plastic Specialties and Technologies, Inc.	**ABLEX**	04/03/1962	Registered	72114441/729302
Plastic Specialties and Technologies, Inc.	**COLORITE**	10/15/1957	Registered	72022359/653086
Plastic Specialties and Technologies, Inc.	**UNICHEM**	05/03/1988	Registered	73647066/1486598
Plastic Specialties and Technologies Investments, Inc.	**FLEXCHEM**	05/22/2007	Registered	78721420/3243779
Plastic Specialties and Technologies Investments, Inc.	**COLORITE**	01/26/1999	Registered	75206355/ 2220816
Plastic Specialties and Technologies Investments, Inc.	**COLORITE POLYMERS**	12/29/1998	Registered	75207603/2213716
PureTec Inc. Burlington Resins, Inc. dba Colorite Polymers	**COLORITE POLYMERS**	04/15/1997	Registered	75007049/2052098
PureTec Inc.	**ELASTICHEM**	01/06/1998	Registered	75099673/2126655
PureTec Inc.	**MULTICHEM**	10/06/1992	Registered	74241188/1721946
PureTec Inc.	**SELF-FROSTING**	11/10/1992	Registered	74241186/1731102
Tekni-Plex, Inc.	**FOAMSEAL**	12/28/1971	Registered	72372269/926056
Tekni-Plex, Inc.	**PHARMSEAL**	01/16/2001	Registered	75197102/2421624
Tekni-Plex, Inc.	**SOLVSEAL**	06/08/1971	Registered	72343439/913545
Tekni-Plex, Inc.	**TECH-SEAL**	02/08/1994	Registered	74387914/1819912
Tekni-Plex, Inc.	**TEKNI-FILMS**	11/06/2001	Registered	75766319/2505226
Tekni-Plex, Inc.	**TEKNIFLEX**	06/06/2000	Registered	75154629/2355527
Tekni-Plex, Inc.	**TEKNIFLEX**	01/30/2001	Registered	75909252/2425170

Tekni-Plex, Inc.	**TEKNIFLEX**	07/08/2014	Registered	86112835/4563245
Tekni-Plex, Inc.	**TEKNIPLEX**	08/20/2013	Registered	85814567/4387589
Tekni-Plex, Inc.	**TEKNIPLEX GLOBAL STRENGTH. SUPERIOR SOLUTIONS. and Design**	08/20/2013	Registered	85814570/4387590
Tekni-Plex, Inc.	**VINYLSEAL**	03/09/1971	Registered	72343436/909590
TP/ELM Acquisition Subsidiary, Inc.	**TUFF STUFF and design**	07/18/2000	Registered	75176684/2368983
TP/ELM Acquisition Subsidiary, Inc.	**TUFF STUFF and design**	12/29/1998	Registered	75176685/2215093
TPI Acquisition Subsidiary, Inc.	**DURADISC**	09/26/1995	Registered	74585846/1922078
TPI Acquisition Subsidiary	**PRESSURE GUARD**	07/22/1975	Registered	73034762/1016342
Tri-Seal Holdings, Inc.	**F-217**	02/11/1992	Registered	74035714/1675065
Tri-Seal Holdings, Inc.	**SOR**	10/04/1983	Registered	73330246/1252942
Tri-Seal Holdings, Inc.	**TRI-GARD**	05/22/1984	Registered	73423390/1278994
Tri-Seal Holdings, Inc.	**TRI-GARD SPE**	08/24/1999	Registered	75347686/2271443
Tri-Seal Holdings, Inc.	**TRI-GARD SPET**	01/05/1999	Registered	75347685/2216083
Tri-Seal Holdings, Inc.	**TRI-LAM**	04/26/1988	Registered	73612054/1486151
Tri-Seal Holdings, Inc.	**TRI-SEAL**	11/03/1987	Registered	73652824/1463496
Tri-Seal Holdings, Inc.	**TRI-SHIELD**	04/18/2000	Registered	75547698/2342590
Natvar Holdings, LLC	**NATVAR (& Design)**		Not Filed Yet	
Natvar Holdings, LLC	**NATVAR (Standard Character)**		Not Filed Yet	
Tekni-Plex, Inc.	**EDGEPULL**	1/16/2014	Pending	86167739
Tekni-Plex, Inc.	**TEKNICARE**		Not Filed Yet	
Tekni-Plex, Inc.	**TEKNIMD**		Not Filed Yet	
Tekni-Plex, Inc.	**DOLCO PACKAGING**	4/3/2015		86/586,996

TRADEMARK LICENSES

None.