

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343273

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL TRADEMARK SECURITY AGREEMENT		
<b>SEQUENCE:</b>	5		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TP/ELM ACQUISITION SUBSIDIARY, INC.		06/01/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Collateral Agent		
<b>Street Address:</b>	One Bryant Park		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2368983	TUFF STUFF	
<b>Registration Number:</b>	2215093	TUFF STUFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, SUITE 2000		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	030786-0662		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	06/02/2015		
<b>Total Attachments: 7</b>			
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**ABL TRADEMARK SECURITY AGREEMENT**

**(Trademarks and Trademark Licenses)**

ABL 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 **BANK OF AMERICA, N.A.**, 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 Bank of America, N.A., 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 ABL Security Agreement, dated as of June 1, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**ABL Security Agreement**"), among the Borrower, the Guarantors party thereto and Bank of America, N.A., 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 ABL 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 ABL Security Agreement (or whose definitions are incorporated by reference in Section 1 of the ABL 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 ABL 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 the 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 ABL 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 ABL 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 ABL Trademark Security Agreement and the provisions of the ABL Security Agreement, the provisions of the ABL Security Agreement shall govern.

[Signature Pages Follow]

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

TEKNI-PLEX, INC.

By: David Waksman  
Name:  
Title:

NATVAR HOLDINGS, LLC

By: David Waksman  
Name:  
Title:

TP/ELM ACQUISITION SUBSIDIARY, INC.

By: David Waksman  
Name:  
Title:

TRI-SEAL HOLDINGS, INC.

By: David Waksman  
Name:  
Title:

TPI ACQUISITION SUBSIDIARY, INC.

By: David Waksman  
Name:  
Title:

PURETEC CORPORATION

By: David Waksman  
Name:  
Title:

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK  
REEL: 005543 FRAME: 0797

BURLINGTON RESINS, INC.

By: Paul Waksman  
Name:  
Title:

PLASTIC SPECIALTIES AND TECHNOLOGIES,  
INC.

By: Paul Waksman  
Name:  
Title:

PLASTIC SPECIALTIES AND TECHNOLOGIES  
INVESTMENTS, INC.

By: Paul Waksman  
Name:  
Title:

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK  
REEL: 005543 FRAME: 0798

Acknowledged:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Christy Kuklinski  
Name: Christy Kuklinski  
Title: Assistant Vice President.

[Signature Page to ABL Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005543 FRAME: 0799**

**Schedule 1  
to ABL 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**

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Plastic Specialties and Technologies, Inc.	<b>ABLEX</b>	04/03/1962	Registered	72114441/729302
Plastic Specialties and Technologies, Inc.	<b>COLORITE</b>	10/15/1957	Registered	72022359/653086
Plastic Specialties and Technologies, Inc.	<b>UNICHEM</b>	05/03/1988	Registered	73647066/1486598
Plastic Specialties and Technologies Investments, Inc.	<b>FLEXCHEM</b>	05/22/2007	Registered	78721420/3243779
Plastic Specialties and Technologies Investments, Inc.	<b>COLORITE</b>	01/26/1999	Registered	75206355/ 2220816
Plastic Specialties and Technologies Investments, Inc.	<b>COLORITE POLYMERS</b>	12/29/1998	Registered	75207603/2213716
PureTec Inc. Burlington Resins, Inc. dba Colorite Polymers	<b>COLORITE POLYMERS</b>	04/15/1997	Registered	75007049/2052098
PureTec Inc.	<b>ELASTICHEM</b>	01/06/1998	Registered	75099673/2126655
PureTec Inc.	<b>MULTICHEM</b>	10/06/1992	Registered	74241188/1721946
PureTec Inc.	<b>SELF-FROSTING</b>	11/10/1992	Registered	74241186/1731102
Tekni-Plex, Inc.	<b>FOAMSEAL</b>	12/28/1971	Registered	72372269/926056
Tekni-Plex, Inc.	<b>PHARMSEAL</b>	01/16/2001	Registered	75197102/2421624
Tekni-Plex, Inc.	<b>SOLVSEAL</b>	06/08/1971	Registered	72343439/913545
Tekni-Plex, Inc.	<b>TECH-SEAL</b>	02/08/1994	Registered	74387914/1819912
Tekni-Plex, Inc.	<b>TEKNI-FILMS</b>	11/06/2001	Registered	75766319/2505226
Tekni-Plex, Inc.	<b>TEKNIFLEX</b>	06/06/2000	Registered	75154629/2355527
Tekni-Plex, Inc.	<b>TEKNIFLEX</b>	01/30/2001	Registered	75909252/2425170
Tekni-Plex, Inc.	<b>TEKNIFLEX</b>	07/08/2014	Registered	86112835/4563245
Tekni-Plex, Inc.	<b>TEKNIPLEX</b>	08/20/2013	Registered	85814567/4387589



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

### TRADEMARK LICENSES

None.