

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Uniloy Milacron, USA, Inc.
10495 Highway M52
Manchester, MI 48158

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____
Citizenship Michigan
Execution Date(s) May 17, 2006

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other Supplemental Trademark Security Agreement

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: JP Morgan Chase Bank

Internal Address: _____

Street Address: One Chase Square, CS-5

City: Rochester

State: NY

Country: USA Zip: 14643

Association - Citizenship _____
 General Partnership - Citizenship _____
 Limited Partnership - Citizenship _____
 Corporation - Citizenship _____
 Other New York Bank
Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

78832389

B. Trademark Registration No(s).

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2656
Fax: (917) 777-2656
EZiff@skadden.com

6. Total number of applications and registrations involved: **1**

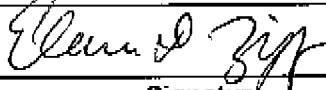
7. Total fee (37 CFR 1.21(h) and 3.41) **\$40**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 139900/0481)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Thomas Lopez

9. Signature.



Signature

Elaine Ziff

Name of Person Signing

June 15, 2006

Date

Total number of pages including cover sheet, and documents:

5

CH \$40.00 192385 78832389

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT ("Agreement"), dated 17 May, 2006, is made by Uniloy Milacron U.S.A. Inc., a Michigan corporation, located at 10495 Highway M52, Manchester, MI 48158, ("Assignor") in favor of JP Morgan Chase Bank, a New York bank, located at One Chase Square, CS-5, Rochester, NY 14643, as collateral agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant for the trademark listed on the annexed Schedule 1 hereto, which trademark application for registration is pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated June 10, 2004, among Assignor and the other Grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignee, for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks, and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Obligations, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for the benefit of the Agents and the Lenders, a continuing security interest in the marks on Schedule 1, along with the goodwill of the business symbolized by and associated with such marks, and confirms that the same are part of the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

UNILROY MILACRON U.S.A. INC.

By: 
Name: Ross A. Anderson
Title: Treasurer

STATE OF OHIO

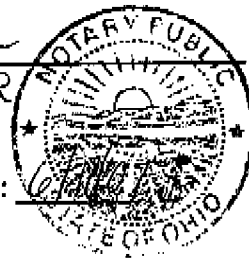
ss.:

COUNTY OF HAMILTON

On this 19th day of MAY, 2006, before me personally came Ross A. Anderson, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Treasurer of Uniloy Milacron U.S.A. Inc., a corporation, and that s/he executed the foregoing instrument in the name of Uniloy Milacron U.S.A. Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

By: Jean Moyer
Name: JEAN MOYER

Notary Public
My Commission Expires: _____



SCHEDULE 1 TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademarks

Owner: Uniloy Milacron U.S.A. Inc.

<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date Filed</u>
USA	XTREEM	78/832389	3/8/2006