

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rutland Plastics Technologies Inc.		04/30/2008	Corporation-State:
RECEIVING PARTY DATA			
Name:	Steel City Capital Funding, LLC		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1553383	RUTLAND	
Serial Number:	77156374	RUTLAND	
Serial Number:	76660064	SEP	
Serial Number:	77156367	RUTLAND	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	kai.goodwin@contractor.thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	552579		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$115.00 1553383

Signature:

/Matthew Mayer/

Date:

05/02/2008

Total Attachments: 9

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTEREST GRANTED TO STEEL CITY CAPITAL FUNDING, LLC, AS AGENT, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY STEEL CITY CAPITAL FUNDING, LLC, AS AGENT, HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF APRIL 30, 2008 (THE "INTERCREDITOR AGREEMENT"), AMONG PNC BANK, NATIONAL ASSOCIATION AND STEEL CITY CAPITAL FUNDING, LLC, AS AGENT; AND EACH HOLDER OF THE OBLIGATIONS HEREUNDER, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 30th day of April, 2008 by RUTLAND PLASTICS TECHNOLOGIES INC., a Delaware corporation ("Grantor") in favor of STEEL CITY CAPITAL FUNDING, LLC, in its capacity as Agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantor, Union Ink Company, Inc, a New Jersey corporation (together with Grantor, the "Borrowers" and each a "Borrower"), Lenders and Agent are parties to a certain Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a

continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to such Grantor as of the date of this Agreement.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RUTLAND PLASTIC TECHNOLOGIES INC,

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

STEEL CITY CAPITAL FUNDING, LLC,
as Agent

By: *Kevin Madigan*
Name: Kevin Madigan, Managing Director

[SIGNATURE PAGE TO TRADEMARK AND PATENT PROPERTY
SECURITY AGREEMENT]

TRADEMARK
REEL: 003770 FRAME: 0858

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RUTLAND PLASTIC TECHNOLOGIES INC.

By: Hal Crowner
Name: Hal Crowner
Title: CEO

Agreed and Accepted
As of the Date First Written Above

STEEL CITY CAPITAL FUNDING, LLC,
as Agent

By: _____
Name: Kevin Madigan, Managing Director

[SIGNATURE PAGE TO TRADEMARK AND PATENT PROPERTY
SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NORTH CAROLINA : SS
COUNTY OF MECKLENBURG :

On this 23rd of April, 2008, before me personally appeared Hal Crowner, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Rutland Plastic Technologies Inc.; that s/he signed the Agreement thereto pursuant to the authority vested in him/har by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Spiri A. Huneault
Notary Public
My Commission Expires: June 20, 2010

(ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT)

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS
Rutland			1,553,383	8/29/1989	Active
RUTLAND AND DESIGN	77156374	April 13, 2007			Active
SEP	76660064	May 16, 2006			Active
Rutland	77156367	April 13, 22007			Active

PATENT REGISTRATIONS

PATENT TITLE	FILING DATE	PATENT NO.	REG. DATE
Mechanically Frothed Plasticsols	10/06/1993	5,334,622	8/02/1994

SCHEDULE -1

POWER OF ATTORNEY

RUTLAND PLASTIC TECHNOLOGIES INC., a Delaware corporation (THE "Grantor"), hereby authorize STEEL CITY CAPITAL FUNDING, LLC, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under the Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, Union Ink Company, Inc. and Grantor dated as of April 30, 2008 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

(POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT)

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**TRADEMARK
REEL: 003770 FRAME: 0862**

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

RUTLAND PLASTIC TECHNOLOGIES INC.

By: Hal Connor
Name: Hal Connor
Title: CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NORTH CAROLINA : SS
COUNTY OF MECKLENBURG :

On this 22nd of April, 2008, before me personally appeared Hal Cronmeyer, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Rutland Plastic Technologies Inc. that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Janice Hunsyurt
Notary Public
My Commission Expires: June 20, 2010

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT)