

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Selig Sealing Products, Inc.		12/31/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation, as US Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1248369	SAFE-GARD

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312/876-7628  
 Email: linda.kastner@lw.com  
 Correspondent Name: Linda R. Kastner, c/o Latham & Watkins  
 Address Line 1: 233 S. Wacker Drive  
 Address Line 2: Suite 5800  
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	01/31/2011

Total Attachments: 6

**900182681**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2010, is made by each entity on the signature pages hereof (each a "Grantor" and, collectively the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as US Agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the to the Credit Agreement dated as of August 1, 2008 (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Selig Sealing Products, Inc. ("US Borrower"), Selig UK Limited (formerly known as Walrus Acquisition Subsidiary UK Limited) (together with US Borrower, the "Borrowers"), the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and GE Capital, as a US Lender, as a US L/C Issuer, as Swingline Lender, as US Agent, as a UK Lender, as a UK L/C Issuer and as UK Agent, the Lenders, the Swingline Lender and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than US Borrower) has agreed, pursuant to one or more guaranty and/or security agreements dated as of August 1, 2008 in favor of the Agent (as such agreements may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreements"), to guarantee and secure the Obligations (as defined in the Credit Agreement); and

WHEREAS, each Grantor is party to one or more of the Guaranty and Security Agreements, pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swingline Lender, the L/C Issuers, US Agent and UK Agent to enter into the Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the applicable Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a Lien on and security

interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreements. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreements and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreements to which such Grantor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security 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.


Section 7. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon the termination of the Guaranty and Security Agreements to which such Grantor is a party or release of such Grantor's obligations thereunder. The Agent shall, in connection

with any termination or release herein or under the Guaranty and Security Agreements to which a Grantor is a party, execute and deliver to such Grantor as such Grantor may request, at such Grantor's cost and expense, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Trademark Security Agreement and the Agent shall, at such Grantor's cost and expense, reasonably cooperate with any efforts made by such Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral of such Grantor.

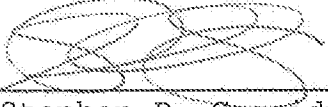
\* \* \*

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SELIG SEALING PRODUCTS, INC.

By:   
Name: Stephen P. Cassidy  
Title: Chief Executive Officer  
and President

SELIG UK LIMITED

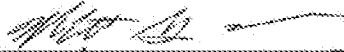
By:   
Name: Stephen P. Cassidy  
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK  
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ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as US Agent

By:   
Name: WALTER G. SAUNDERS  
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

Schedule I

Trademark	Country	Application No.	Registration No.	File Date	Registration Date
CAP SEAL & Design	Canada	225795	UCA50757	30-Jun-1954	30-Jun-1954
POLYSEAL	United Kingdom	1505561	1505561	2-Jul-1992	22-Apr-1994
SAFE-GARD	Canada	828811	TMA483936	09-Dec-1996	10-Oct-1997
SAFE-GARD	United States of America	73/303365	1248369	30-Mar-1981	16-Aug-1983
UNIPAC	Canada	578124	339069	16-Feb-1987	08-Apr-1988