

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Progressive Moulded Products Limited	01/26/2007
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	213 Court Street, Suite 703
City:	Middletown
State/Country:	CONNECTICUT
Postal Code:	06457
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6583293
Patent Number:	6513687
Application Number:	60162972
CORRESPONDENCE DATA	
Fax Number:	(212)859-4000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	New York, NEW YORK 10003
ATTORNEY DOCKET NUMBER:	2278-1392
NAME OF SUBMITTER:	Julie Newman

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Total Attachments: 5
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Patent Security Agreement"), dated as of January 26, 2007, is made by Progressive Moulded Products Limited, a company organized under the laws of Ontario (the "Grantor"), in favor of Wells Fargo Bank, N.A., as Collateral Agent (herein, together with its successors and assigns, the "Grantee") for the purchasers (the "Noteholders", and with the Grantee, the "Secured Parties") from time to time of those certain Subordinated Second-Priority Secured Notes due 2012 (the "Notes") issued under that certain indenture (as from time to time amended, amended and restated, or supplemented, the "Indenture") among the Grantor, the guarantors thereto, and the Grantee.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Noteholders have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Grantor, THL-PMPL Holding Corp. ("Holdco") and the other Subsidiaries of Holdco identified therein have executed and delivered the Canadian Collateral Agreement, dated as of January 26, 2007, in favor of the Grantee for the ratable benefit of the Secured Parties (as from time to time amended, supplemented, or restated, the "Canadian Collateral Agreement"); and

WHEREAS, pursuant to the Canadian Collateral Agreement, Grantor has granted to Grantee for the ratable benefit of the Secured Parties a second priority security interest (junior to any security interest granted to the First Priority Secured Parties, as defined in the Canadian Collateral Agreement) in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Patents now owned or at any time hereafter acquired as collateral security for the payment and performance in full of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee for the ratable benefit of the Secured Parties, as follows (unless otherwise defined herein or the context otherwise requires, terms used in this Patent Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in (i) the Indenture and (ii) the Canadian Collateral Agreement):

Grantor does hereby grant to Grantee, for the ratable benefit of the Secured Parties, a second priority security interest in any Patents (including those described in Schedule 1 hereto) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at anytime in the future may acquire any right, title or interest, as collateral security for the payment and performance in full of the Obligations (as defined in the Canadian Collateral Agreement), subject to certain limitations set forth in the Canadian Collateral Agreement.

This Patent Security Agreement has been executed and delivered by the Grantee for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This second priority security interest is granted to the Grantee, for the ratable benefit of the Secured Parties, in connection with the Canadian Collateral Agreement and is expressly subject to the terms and conditions thereof. In the event of any inconsistency between

the terms of this Patent Security Agreement and the terms of the Canadian Collateral Agreement, the terms of the Canadian Collateral Agreement shall be controlling. The Canadian Collateral Agreement (and all right and remedies of the Grantee and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee and the Secured Parties thereunder with respect to the security interest in the Patents granted hereby are more fully set forth in the Indenture and the Canadian Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Notwithstanding anything in this Patent Security Agreement to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. In addition, to the extent any obligation of any Grantor hereunder to the Collateral Agent or any other Person conflicts or is inconsistent with the obligations or requirements under a substantially similar provision of any First Priority Security Document, such obligations or requirements under the First Priority Security Documents shall control, and such Grantor shall not be required to fulfill such obligations hereunder, and shall be deemed not to be in violation of this Patent Security Agreement as a result of its performance of the obligations or requirements of such First Priority Security Document. For the avoidance of doubt, the absence of any specific reference to this paragraph in any other provision of this Patent Security Agreement shall not be deemed to limit the generality of this paragraph.

This Patent Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflict of law principles thereof.

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

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**PROGRESSIVE MOULDED PRODUCTS
LIMITED**

By:

A handwritten signature in black ink, appearing to be 'P. J. L.', written over a horizontal line.

Name:

Title:

[Patent Security Agreement]

Acknowledged:

Wells Fargo Bank, N.A., as Collateral Agent,

By 
Name: Jane V. Schwab
Title: Vice President

[Patent Security Agreement]

Schedule 1

PATENTS OWNED BY A GRANTOR

Non-Canadian Patent Registrations

<u>Country</u>	<u>Issue Date</u>	<u>Patent No.</u>
U.S.A.	June 24, 2003	6,583,293 B1
U.S.A.	February 4, 2003	6,513,687 B1

Non-Canadian Patent Applications

<u>Country</u>	<u>Filing Date</u>	<u>Patent Application Number</u>
U.S.A.	November 1, 2000	60/162,972