

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in U.S. Patents
CONVEYING PARTY DATA	
Name	Execution Date
Plastic Specialties and Technologies, Inc.	11/19/2010
RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5498043
Patent Number:	5315748
Patent Number:	5996639
Patent Number:	5368235
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128198200
Email:	fcutajar@whitecase.com
Correspondent Name:	White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patents & Trademarks
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	1111779-2061
NAME OF SUBMITTER:	Frances B. Cutajar

OP \$160.00 5498043

501359278

PATENT
REEL: 025412 FRAME: 0486

Total Attachments: 6

source=PlasticSpecialties&TechnologiesPatSecIntToDBTCA#page1.tif

source=PlasticSpecialties&TechnologiesPatSecIntToDBTCA#page2.tif

source=PlasticSpecialties&TechnologiesPatSecIntToDBTCA#page3.tif

source=PlasticSpecialties&TechnologiesPatSecIntToDBTCA#page4.tif

source=PlasticSpecialties&TechnologiesPatSecIntToDBTCA#page5.tif

source=PlasticSpecialties&TechnologiesPatSecIntToDBTCA#page6.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Plastic Specialties and Technologies, Inc., a Delaware corporation (the "Grantor") with principal offices at 201 Industrial Parkway, Somerville, NJ 08876, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10006, (the "Grantee"), a continuing security interest in (i) all of the Grantor's rights, title and interest in, to and under the United States patents and patent applications (the "Patents") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same (collectively, this "Grant").

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below).

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Assignors from time to time party thereto and the Grantee, dated as of November 19, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Patents shall terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of the Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE, JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS

THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 12.03 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF (i) ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR (ii) THE COLLATERAL AGENT UNDER THIS AGREEMENT OR ANY SECURED CREDITOR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

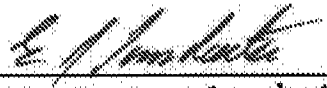
[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
19th day of November, 2010.

PLASTIC SPECIALTIES AND TECHNOLOGIES,
INC., Grantor

By 
Name: Robert M. Lafney
Title: VP and CFO

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent and Grantee

By 
Name: Enrique Landaeta
Title: Vice President

By 
Name: Scottye Lindsey
Title: Director

SCHEDULE A

Plastic Specialties and Technologies Inc.

Registered Owner	Title	Patent Number	Date Issued	Application Number	Application Date	Status	Country
Plastic Specialties and Technologies Inc.	HOSE FITTING HAVING FERRULE ANTI-ROTATION RATCHET TEETH	5,498,043	12-Mar-96	08/377,858	25-Jan-95	Granted	United States of America
Plastic Specialties and Technologies Inc.	MAKING A KINK IMPEDING HOSE	5,315,748	31-May-94	07/883,887	12-May-92	Granted	United States of America
Plastic Specialties and Technologies Inc.	MULTIPLE COMPARTMENT CORRUGATED HOSE	5,996,639	7-Dec-99	08/790,423	30-Jan-97	Granted	United States of America
Plastic Specialties and Technologies Inc.	SOAKER HOSE ASSEMBLY	5,368,235	29-Nov-94	07/565,037	9-Aug-90	Granted	United States of America