

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Patent Security Agreement												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Eco One Leasing, LLC</td> <td>10/17/2012</td> </tr> <tr> <td>Scepter Manufacturing, LLC</td> <td>10/17/2012</td> </tr> </tbody> </table>		Name	Execution Date	Eco One Leasing, LLC	10/17/2012	Scepter Manufacturing, LLC	10/17/2012						
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>HSBC Bank Canada, as Lender</td> </tr> <tr> <td>Street Address:</td> <td>3601 Hwy 7 East, Suite 108, Markham</td> </tr> <tr> <td>Internal Address:</td> <td>Liberty Square, HCBC Tower</td> </tr> <tr> <td>City:</td> <td>Ontario</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>L3R 0M3</td> </tr> </table>		Name:	HSBC Bank Canada, as Lender	Street Address:	3601 Hwy 7 East, Suite 108, Markham	Internal Address:	Liberty Square, HCBC Tower	City:	Ontario	State/Country:	CANADA	Postal Code:	L3R 0M3
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PROPERTY NUMBERS Total: 2													
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CORRESPONDENCE DATA													
<p>Fax Number: 6172274420  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 617-239-0443        Email: uonyekwu@edwardswildman.com        Correspondent Name: Ugonna Onyekwu        Address Line 1: 111 Huntington Ave.        Address Line 2: Edwards Wildman Palmer LLP        Address Line 4: Boston, MASSACHUSETTS 02199</p>													
ATTORNEY DOCKET NUMBER:	313066.0001												
NAME OF SUBMITTER:	Ugonna Onyekwu, Corporate Paralegal												
This document serves as an Oath/Declaration (37 CFR 1.63).													

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**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") dated as of October 17, 2012, is by and among Eco One Leasing, LLC, a Delaware limited liability company (the "Borrower"), Scepter Manufacturing, LLC, a Delaware limited liability company (the "Guarantor") and collectively with the Borrower, the "Grantors"), and HSBC Bank Canada (the "Lender").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Facility Letter dated as of September 28, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Facility Letter"), among the Grantors, Scepter Corporation and the Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Borrower.

WHEREAS pursuant to the Security Agreement dated as of September 28, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Lender, the Grantors granted to the Lender a security interest and continuing lien on all of the Grantors right, title and interest in, to and under all Collateral, including the Patent Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Security Agreement) including the obligations of the Grantors under the Facility Letter;

WHEREAS the parties to the Security Agreement contemplate and intend that the Lender shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof and the right to exercise its remedies under the Facility Letter and the Security Agreement in connection with all of the Grantors right, title and interest in such Patent Collateral; and

WHEREAS pursuant to the Facility Letter and the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### ***Section 2. Grant of Security Interest in Patents***

Each Grantor hereby grants the Lender a security interest in all of its right, title and interest in, to and under the Patents listed in Schedule A (collectively, the "Patent Collateral").

### ***Section 3. Security for Obligations***

This Agreement secures, and the Patent Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantors hereby authorize and request that the Commissioner for Patents and any other applicable United States government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

ECO ONE LEASING, LLC

By: 

Name: ROBERT TOKOUE

Title: PRESIDENT

SCEPTER MANUFACTURING, LLC

By: 

Name: ROBERT TOKOUE

Title: PRESIDENT

LENDER

HSBC BANK CANADA

By: \_\_\_\_\_

Name:

Title:

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

GRANTOR:

ECO ONE LEASING, LLC

By: \_\_\_\_\_  
Name:  
Title:

SCEPTER MANUFACTURING, LLC

By: \_\_\_\_\_  
Name:  
Title:

LENDER

HSBC BANK CANADA

By: \_\_\_\_\_  
Name: Pankaj Jain  
Title: Senior Account Manager

**SCHEDULE A**  
**TO**  
**PATENT SECURITY AGREEMENT**

UNITED STATES PATENTS

None.

UNITED STATES PENDING PATENT APPLICATIONS

Title	Serial Number	Owner
Self-Venting Spout	13/551,371	Scepter Manufacturing, LLC
Outlet Filter Screen For a Portable Fuel Container	61/674,050	Scepter Manufacturing, LLC

AM 17385283.2

**RECORDED: 10/18/2012**

**PATENT**  
**REEL: 029149 FRAME: 0233**