

01-29-2003



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Form PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 TP/ELM Acquisition Subsidiary, Inc. **1-24-03**

Individuals  Association  
 General Partnership  Limited Partnership

Corporation - Delaware  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: JPMorgan Chase Bank, certain lenders and Tekni-Plex, Inc.

Internal Address:  
 Street Address: 270 Park Avenue  
 City: New York State: New York Zip Code: 10017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Collateral Agent

3. Nature of conveyance:  
 Assignment  Merger  
 Security Interest  Change of Name  
 Other

Execution Date: November 1, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
75/160649

Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
2368983 1285283  
2215093 1284374

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Helen Bruno, Senior Legal Assistant  
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas  
 City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41): ..... \$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
23-1705 (in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

FINANCE SECTION  
 2003 JAN 24 AM 7:19  
 TRADEMARK RECORDS

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Helen Bruno [Signature] January 24, 2003  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: **6**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011) Washington, D.C. 20503.

01/28/2003 LNUELLER 00000058 75160649

01 FC:8521 40.00 OP  
 02 FC:8522 100.00 OP

**TRADEMARK**  
**REEL: 002661 FRAME: 0531**

# TRADEMARK SECURITY AGREEMENT

## (TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, TP/ELM Acquisition Subsidiary, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined in the Security Agreement referred to below) identified in Schedule 1 annexed hereto;

WHEREAS, Tekni-Plex, Inc., certain Lenders and JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Agent for such Lenders, are parties to a Credit Agreement, dated as of June 21, 2000 (as the same may be amended and in effect from time to time among said parties and such lenders (the "Lenders") as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, dated as of June 21, 2000 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor, the other grantors from time to time party hereto and JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York) as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of such secured parties a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark, including, without limitation, each Trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License, including, without limitation, each Trademark License identified in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

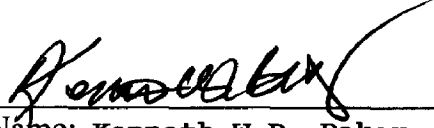
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of November, 2002.

TP/ELM ACQUISITION SUBSIDIARY,  
INC.

By:   
Name: **Kenneth W.R. Baker**  
Title: **President**

Acknowledged:

JPMORGAN CHASE BANK (f/k/a Morgan Guaranty  
Trust Company of New York), as Agent

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


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1st day of November, 2002.

TP/ELM ACQUISITION SUBSIDIARY,  
INC.

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

Acknowledged:

JPMORGAN CHASE BANK (f/k/a Morgan Guaranty  
Trust Company of New York), as Agent

By:   
Name: *Urry P. Boucra*  
Title: *Vice President*

SCHEDULE 1  
TO TRADEMARK  
SECURITY AGREEMENT

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Description</b>	<b>Number</b>	<b>File/Registration Date</b>	<b>Status</b>	<b>Assignee</b>
ECOWARE	75/160,649	08/29/96	Suspended	Societe Generale
RITE-CHOICE	75/330,544	07/25/97	Abandoned	Societe Generale
TUFF STUFF AND DESIGN (COLOR)	2368983	07/18/00	Registered	Societe Generale
TUFF STUFF AND DESIGN (BLACK/WHITE)	2215093	12/29/98	Registered	Societe Generale
ECOLOGY FRIENDLY, ECONOMY WISE	75/160,701	08/29/96	Abandoned	Societe Generale
LOW-CUBE	1,185,806	01/12/82	Registered	Societe Generale
TUFF STUFF	1,285,283	07/10/84	Registered	Societe Generale
TUFF STUFF FOAMPLATES	1,284,374	07/03/84	Registered	Societe Generale