

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		12/30/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Heritage Bank, SSB		
Street Address:	13455 Noel Road		
Internal Address:	Suite 2220		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	State Savings Bank: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2081384	COMPRESSION	
Registration Number:	2162650	C COMPRESSION	
Registration Number:	2503497	MOLL	
Registration Number:	2501341	MOLL INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	patelp@haynesboone.com		
Correspondent Name:	Purvi Patel		
Address Line 1:	901 Main Street		
Address Line 4:	Dallas, TEXAS 75202		
NAME OF SUBMITTER:	Purvi Patel		
Signature:	/Purvi Patel/		

CH \$115.00 2081384

Date:

02/02/2005

Total Attachments: 7

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**ASSIGNMENT AND AMENDMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS ASSIGNMENT AND AMENDMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Assignment*") dated as of December 31, 2004, is entered into by and between MOLL INDUSTRIES, INC., a Delaware corporation ("*Borrower*"), WELLS FARGO FOOTHILL, INC., in its capacity as the existing Agent under the Original Credit Agreement (as hereinafter defined) (in such capacity, the "*Resigning Agent*"), and HERITAGE BANK, SSB, as the successor agent for the Lenders under the Amended Loan Agreement (as hereinafter defined) (in such capacity, the "*Successor Agent*").

RECITALS

A. Borrower, Resigning Agent, and the Lender Group (as defined in the Original Loan Agreement) entered into that certain Senior Subordinated Secured Note and Security Agreement (as amended, supplemented or otherwise modified heretofore or hereinafter from time to time, the "*Original Loan Agreement*") dated as of June 24, 2003.

B. Payment and performance of the Original Loan Agreement is secured by – among other things – that certain Intellectual Property Security Agreement dated as June 24, 2003, by and between Borrower and Resigning Agent, as recorded with the United States Patent Trademark Office on July 17, 2003 and referencing Registration Number 2081384 (the "*Intellectual Property Security Agreement*").

C. Resigning Agent has resigned under the Original Loan Agreement and, contemporaneously therewith, Successor Agent has been appointed by the Lenders as the Successor Agent under the Original Loan Agreement.

D. Additionally, Borrower, Successor Agent and Lenders have amended and restated the Original Loan Agreement under the terms of that certain Amended and Restated Senior Subordinated Secured Note and Security Agreement (as amended, supplemented or otherwise modified heretofore or hereinafter from time to time, the "*Amended Loan Agreement*") dated as of December 31, 2004, pursuant to which Borrower, Successor Agent and Lenders have – among other things – modified the representations, covenants and agreements contained therein.

E. Resigning Agent has agreed to assign to Successor Agent its security interests in the Intellectual Property Security Agreement, and Borrower and Successor Agent have agreed to ratify and confirm the security interests created under the Intellectual Property Security Agreement to secure payment and performance of the "Secured Indebtedness" as well as amend certain terms defined and described in the Intellectual Property Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits hereunder and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. **Terms and References.** Unless otherwise stated in this Assignment terms defined in the Amended Loan Agreement have the same meanings when used in this Assignment.

2. **Assignment.** Resigning Agent hereby TRANSFERS and ASSIGNS, GRANTS and

CONVEYS, without recourse, to Successor Agent all of Resigning Agent's right, title and interests in and under the Intellectual Property Security Agreement, and the benefits thereof, including without limitation, the Liens and security interests thereunder.

3. Amendments to the Security Instruments. The Intellectual Property Security Agreement is hereby amended and modified as necessary to provide that any and all references to "*Agent*" therein shall mean "*Heritage Bank, SSB, as Agent*". In addition, any and all of the terms and provisions of the Intellectual Property Security Agreement are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the Assignment.

4. Continued Effect. Except to the extent amended, all terms, provisions and conditions of the Intellectual Property Security Agreement shall continue in full force and effect and shall remain enforceable and binding in accordance with their respective terms.


5. Counterparts. This Assignment may be executed in several counterparts, all of which are identical. All of such counterparts together shall constitute one and the same instrument.

6. Parties. This Assignment binds and inures to Borrower, Successor Agent, Resigning Agent, and their respective successors and permitted assigns.

*Remainder of Page Intentionally Left Blank
Signature Pages to Follow*

EXECUTED as of the date first stated above.

MOLL INDUSTRIES, INC., a Delaware corporation, as Borrower

By: 
Name: Jerry L. Tiojan
Title: VP - Finance

HERITAGE BANK, SSB, as Successor Agent

By: 
Name: **Davis Deadman, CFA**
Title: **Chief Executive Officer**
Heritage Bank, SSB

WELLS FARGO FOOTHILL, INC., as Resigning Agent

By: _____
Name: _____
Title: _____

**SIGNATURE PAGE TO ASSIGNMENT
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK
REEL: 003020 FRAME: 0576**

EXECUTED as of the date first stated above.


MOLL INDUSTRIES, INC., a Delaware corporation, as Borrower

By: _____
Name: _____
Title: _____

HERITAGE BANK, SSB, as Successor Agent

By: _____
Name: _____
Title: _____

WELLS FARGO FOOTHILL, INC., as Resigning Agent

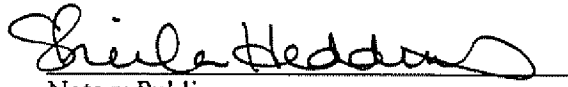
By: 
Name: C. Forelza
Title: VP

SIGNATURE PAGE TO ASSIGNMENT
INTELLECTUAL PROPERTY SECURITY AGREEMENT

STATE OF Texas)
COUNTY OF Dallas)

Before me, the undersigned, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jerry L. Trojan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be the V.P. - Finance of MOLL INDUSTRIES, INC., the within named bargainor, a corporation, and that (s)he as such V.P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such VP.

WITNESS my hand and seal at office in Dallas, Texas, this the 30 day of December, 2004.


Notary Public

My Commission Expires:



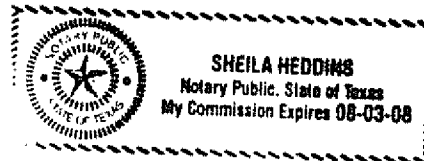
STATE OF Texas)
COUNTY OF Dallas)

Before me, the undersigned, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Davis Deadman with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be the CEO of HERITAGE BANK, SSB, and that (s)he as such CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing its name by him self as such CEO.

WITNESS my hand and seal at office in Dallas, Texas, this the 30 day of December, 2004.

Sheila Hedding
Notary Public

My Commission Expires:



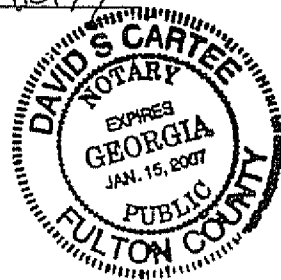
STATE OF Georgia)
COUNTY OF Fulton)

Before me, David S. Cartee, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gary Forlenza, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of WELLS FARGO FOOTHILL, INC., and that (s)he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing its name by himself as such Vice President.

WITNESS my hand and seal at office in Atlanta, Georgia, this the 31st day of December, 2004.

David S. Cartee
Notary Public

My Commission Expires:



SIGNATURE PAGE TO ASSIGNMENT
INTELLECTUAL PROPERTY SECURITY AGREEMENT