

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vanguard Plastics, Inc.		10/18/2005	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1699137	ONE TOUCH	
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2136836339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	56653.00051		
NAME OF SUBMITTER:	Claudia R Immerzeel		
Signature:	/Claudia R Immerzeel/		
Date:	10/26/2005		

OP \$40.00 1699137

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 18, 2005, by VANGUARD PLASTICS, INC., a Missouri corporation ("Grantor"), in favor of MORGAN STANLEY SENIOR FUNDING, INC. a Delaware corporation ("MSSF"), individually and in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, "Agent") for certain lenders from time to time party to the below defined Credit Agreement (the "Lenders").

WITNESSETH:

WHEREAS, the Acquisition has been consummated;

WHEREAS, Lenders and MSSF, as Agent, have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof with Hilex Poly Co. LLC, a Delaware limited liability company ("Hilex"), as a Borrower, and the other Credit Parties party thereto from time to time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), to which Grantor has become a party as a Borrower and Credit Party (as well as a Borrower and Credit Party under the other Loan Documents, including as a Grantor hereunder) pursuant to that Borrower Joinder Agreement of even date herewith ;

WHEREAS, in connection with the Credit Agreement, Hilex, the other grantors party thereto and Agent have entered into that certain Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to which Grantor has become a party as a grantor thereunder pursuant to that Borrower Joinder Agreement of even date herewith;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein but not otherwise defined herein shall have the meanings given them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all applications, divisional applications, registrations, renewals, extensions, and foreign applications and registrations corresponding thereto, relating to each Trademark;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against any third party for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, that the Trademark Collateral shall not include any rights or interests of Grantor under any Trademark License, if, and solely to the extent that, the granting of a security interest in favor of Agent with respect to such Trademark License would cause a default under the express terms of such Trademark License (other than to the extent that any such term would be rendered ineffective pursuant to the Code (including, without limitation, with respect to any Account, payment intangible, Chattel Paper or promissory note) or any other applicable law, including, without limitation, the Bankruptcy Code or principles of equity), provided further, however, that immediately upon the ineffectiveness, lapse, amendment or termination of any such term, such Trademark License shall (without any further action or delivery by any Person) constitute Trademark Collateral (and Grantor shall be deemed to have granted a security interest therein) hereunder as if such provision had never been in effect. Grantor hereby agrees and acknowledges that the foregoing exclusion shall not in any way be construed to limit, impair or otherwise affect Agent's unconditional continuing security interests in and liens upon any rights or interests of Grantor in or to monies due or to become due under any Trademark License or any other Proceeds from the sale, license, lease or disposition of such Trademark License, and Grantor agrees that it shall use commercially reasonable efforts prior to entering into any such Trademark License to cause the grant of the security interest in favor of Agent in such Trademark License, as contemplated hereunder, to be permitted thereunder. Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to use application relating to any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK

APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY
APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature page follows]

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

VANGUARD PLASTICS, INC.,
a Missouri corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING, INC., as Agent

By: *[Signature]*
Name: *Jessie Caldwell*
Title: *VP*

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS		
U.S. Trademark Registration No.	Description	Grant Date
1,699,137	"One Touch"	July 7, 1992

TRADEMARK LICENSES			
U.S. Trademark Registration No.	Licensor	Description	License Agreement Date
2,448,541	Curtis/Dematteis	"Merchandise Bag Mouth Design"	March 1, 2004