



103358698

1-9-07

RECORD  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Polyclad Laminates, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Massachusetts
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 18, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Goldman Sachs Credit Partners L.P., as

Internal Collateral Agent

Address: c/o Goldman Sachs & Co.

Street Address: 30 Hudson St., 17th Floor

City: Jersey City

State: New Jersey

Country: USA Zip: 07302

- Association Citizenship USA
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
See continuation of item 4 attached hereto.

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

*Linda R. Kastner*  
ASSIGNMENT

January 4, 2007

Date

01/10/2007 DEBYRNE 00000034 74705894

01 FC:8521  
02 FC:8522  
03 FC:8523

40.00 DP Linda R. Kastner  
175.00 DP Name of Person Signing  
120.00 DP

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be taken to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**CONTINUATION OF ITEM 4**

**POLYCLAD LAMINATES, INC. TRADEMARKS**

<b>Application Number</b>
74/705894
75/215939
74/474219
78/094593
74/034721
73/316548
73/194512
78/077230

## Trademark Security Agreement (Second Lien)

**Trademark Security Agreement**, dated as of December 18, 2006, by POLYCLAD LAMINATES, INC. (the "Pledgor"), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent 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 Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the Collateral Agent's security interest in any Trademarks pursuant to the Security Agreement and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing such released collateral pledge, grant,

assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

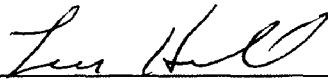
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

POLYCLAD LAMINATES, INC.

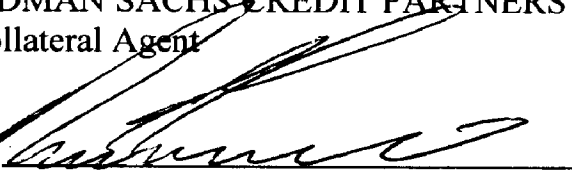
By:   
Name: Ted Hull  
Title: Chief Financial Officer, Treasurer,  
Secretary and Clerk

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 003457 FRAME: 0871

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as Collateral Agent

By:   
Name: Bruce Mendelsohn  
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

<b>Trademark</b>	<b>Company</b>	<b>Application Number</b>	<b>Registration Number/ Date</b>
Word mark "Advanced Treating System"	Polyclad Laminates, Inc.	74/705894	2113110 November 11, 1997
Word mark "DSTF"	Polyclad Laminates, Inc.	75/215939	2254036 June 15, 1999
Word mark "DSTFOIL"	Polyclad Laminates, Inc.	74/474219	1933960 November 7, 1995
Word mark "GETEK" (class 09)	Polyclad Laminates, Inc.	78/094593	2780663 November 4, 2003
Word mark "GETEK" (class 17)	Polyclad Laminates, Inc.	74/034721	1624856 November 27, 1990
Word mark "P LOGO DESIGN"	Polyclad Laminates, Inc.	73/316548	1194709 May 4, 1982
Word mark "POLYCLAD"	Polyclad Laminates, Inc.	73/194512	1144176 December 23, 1980
Word mark "TURBO"	Polyclad Laminates, Inc.	78/077230	2708046 April 15, 2003