

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
CPI Plastics Group Limited		05/15/2007	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	First Canadian Place
Internal Address:	19th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	76551611	THE ULTIMATE LINER
Registration Number:	2632707	EON
Registration Number:	1788880	QUADWALL
Registration Number:	1793580	PLASTIGARD
Registration Number:	1056102	RACK-SACK

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

CH \$140.00 76551611

ATTORNEY DOCKET NUMBER:

1658616

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

05/25/2007

Total Attachments: 3

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TRADEMARK COLLATERAL AGREEMENT

This 15th day of May, 2007, CPI Plastics Group Limited, an Ontario corporation ("*Debtor*") with its principal place of business and mailing address at 151 Courtney Park Drive West, Mississauga, Ontario, L5W 1Y5 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, as administrative agent (the "*Agent*") with its mailing address at 19th Floor, First Canadian Place, Toronto, Ontario, M5X 1A1 on behalf of itself and other persons as may be lenders from time to time (the "*Lenders*") and grants to the Agent for the benefit of the Lenders a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all obligations, present and future, direct and indirect of the Debtor to the Lenders arising under a credit agreement among the Debtor, Agent and Lenders dated as of the date hereof, as such credit agreement may be amended, restated from time to time, and under any security agreement delivered in connection therewith (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CPI PLASTICS GROUP LIMITED

By: 
Name: Peter Clark
Title: President

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By _____
Name _____
Title _____

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	SERIAL NUMBER
The Ultimate Liner		76551611
EON	2632707	76088764
Quadwall	1788880	74267873
Plastigard	1793580	74042582
Rack Sak	1056102	73013246