

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
Fortune Plastics, Inc.		06/19/2007	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Deutsche Bank AG, London Branch
Street Address:	1 Great Winchester Street
Internal Address:	Winchester House
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 2DB
Entity Type:	Security Agent:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1044829	DYNA-PLAS
Registration Number:	1608218	ENVIROPLAS
Registration Number:	2617924	HI D TUFF
Registration Number:	2617925	FORTUNE TUFF
Registration Number:	2624000	CLEAR N'TUFF
Registration Number:	2642459	STEEL TUFF
Serial Number:	78336323	MAMMOTH

CORRESPONDENCE DATA

Fax Number: (610)640-1965
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 610-640-5800
 Email: kgoldstein@stradley.com
 Correspondent Name: Kevin W. Goldstein
 Address Line 1: 2600 One Commerce Square

CH \$190.00 1044829

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

180518-0011

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kevin W. Goldstein

Signature:

/kevin goldstein/

Date:

03/18/2008

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FORTUNE PLASTICS, INC. (sometimes also known as Fortune Plastics, Incorporated), a Connecticut corporation (the "Grantor") with principal offices at 601 Walnut Street, Suite 965, Philadelphia, Pennsylvania, hereby grants to DEUTSCHE BANK AG, LONDON BRANCH, as Security Agent pursuant to that certain Intercreditor Agreement dated as of June 19, 2007 and related to that certain Indenture dated as of June 19, 2007, with principal offices at Winchester House, 1 Great Winschester Street, London EC2N 2DB (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks; (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 19, 2007 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.


B # 638989

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Grant may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the ___ day of June,
2007.

FORTUNE PLASTICS, INC. (sometimes also
known as Fortune Plastics, Incorporated), Grantor

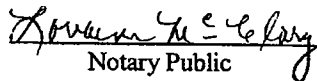
By:  _____
Name: Paul Hogan
Title: Secretary

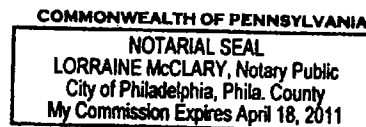
DEUTSCHE BANK AG, LONDON BRANCH, as
Security Agent and Grantee

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

On this 15 day of June, 2007, before me personally came Paul Hogan who, being by me duly sworn, did state as follows: that he is Secretary of FORTUNE PLASTICS, INC. (sometimes also known as Fortune Plastics, Incorporated) (the "Company"), that he is authorized to execute the foregoing Grant on behalf of said Company and that he did so by authority of the Board of Directors of said Company.


Notary Public



IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 19th day of June, 2007.

FORTUNE PLASTICS, INC. (sometimes also known as Fortune Plastics, Incorporated), Grantor

By: _____
Name: Paul Hogan
Title: Secretary

DEUTSCHE BANK AG, LONDON BRANCH, as Security Agent and Grantee

By: _____
Name: RATEU THAKELIA (HOEPL)
Title: AJP V.P.

SCHEDULE A

<u>MARK</u>		<u>REG. NO.</u>	<u>REG. DATE</u>
● ENVIROPLAS	USA	1608218	07/31/1990
● STEEL TUFF	USA	2642459	10/29/2002
● FORTUNE TUFF	USA	2617925	09/10/2002
● HI D TUFF	USA	2617924	09/10/2002
● CLEAR N' TUFF	USA	2624000	09/10/2002
● DYNA-PLAS	USA	1044829	07/27/1976

<u>MARK</u>		<u>SER. NO.</u>	<u>FILE DATE</u>
● MAMMOTH	USA	78/336323	12/04/2003