# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		08/14/2008	CORPORATION:

## RECEIVING PARTY DATA

Name:	PureTec Corporation	
Street Address:	201 Industrial Parkway	
City:	Somerville	
State/Country:	NEW JERSEY	
Postal Code:	08876	
Entity Type:	CORPORATION:	

Name:	Navtar Holdings, Inc.
Street Address:	201 Industrial Parkway
City:	Somerville
State/Country:	NEW JERSEY
Postal Code:	08876
Entity Type:	CORPORATION:

Name:	Tri-Seal Holdings, Inc.	
Street Address:	201 Industrial Parkway	
City:	Somerville	
State/Country:	NEW JERSEY	
Postal Code:	08876	
Entity Type:	CORPORATION:	

Name:	Plastic Specialties and Technologies, Inc.	
Street Address:	201 Industrial Parkway	
City:	Somerville	
State/Country:	NEW JERSEY	
Postal Code:	08876	
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REEL: 003835 FRAME: 0138

Entity Type:	CORPORATION:			
Name:	Burlington Resins, Inc.			
Street Address:	201 Industrial Parkway	201 Industrial Parkway		
City:	Somerville	Somerville		
State/Country:	NEW JERSEY	NEW JERSEY		
Postal Code:	08876			
Entity Type:	CORPORATION:			
Name:	Plastic Specialties and	d Technologies Investments, Inc.		
Street Address:	201 Industrial Parkway	y		
City:	Somerville			
State/Country:	NEW JERSEY			
Postal Code:	08876			
Entity Type:	CORPORATION:			
- *.	TL			
Name:	Distributors Recyclina	Distributors Recycling, Inc.		
Street Address:	201 Industrial Parkway			
City:	Somerville			
State/Country:	NEW JERSEY			
Postal Code:	08876			
Entity Type:	CORPORATION:			
Name:	TPI Acquisition Subsid	diary, Inc.		
Street Address:	201 Industrial Parkway			
City:	Somerville			
State/Country:	NEW JERSEY			
Postal Code:	08876			
Entity Type:	CORPORATION:			
Emily Type. CORPORATION.				
Name:	TP/Elm Acquisition Su	ubsidiary Inc		
Street Address:				
City:	Somerville	201 Industrial Parkway		
State/Country:				
Postal Code:	NEW JERSEY			
	08876			
Entity Type:	CORPORATION:			
PROPERTY NUMBE	ERS Total: 1			
Property Typ	e Number	Word Mark		
		TPADEMARK		

TRADEMARK REEL: 003835 FRAME: 0139

Registration Number:	0070260	BOLSTERS	
CORRESPONDENCE DATA			

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: barbara.vining@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Barbara Vining

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0236B.VINING	
NAME OF SUBMITTER:	Barbara Vining	
Signature:	/Barbara Vining/	
Date:	08/14/2008	

#### **Total Attachments: 4**

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> TRADEMARK REEL: 003835 FRAME: 0140

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of , 2008 (this "Release"), is made by Citicorp USA, Inc., as the administrative agent for the Secured Parties (in such capacity, the "Administrative Agent"), with respect to intellectual property interests purportedly assigned by PureTec Corporation, Navtar Holdings, Inc., Tri-Seal Holdings, Inc., Plastic Specialties and Technologies, Inc., Burlington Resins, Inc., Plastic Specialties and Technologies Investments, Inc., Distributors Recycling, Inc., TPI Acquisition Subsidiary, Inc., and TP/Elm Acquisition Subsidiary, Inc. (collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement (as defined below).

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Credit Agreement, dated as of February 14, 2008 among Tekni-Plex, Inc., as the Borrower, the Lenders and Issuers Party thereto, the Administrative Agent, General Electric Capital Corporation, as Syndication Agent and Citigroup Global Markets Inc., as Sole Book Manager and Sole Lead Arranger (the "Credit Agreement"), the Lenders and the Issuers have extended and increased the commitments in respect of the revolving credit facility under the Existing Credit Agreement and have otherwise amended and restated the terms of the Existing Credit Agreement;

WHEREAS, pursuant to the Trademark Security Agreement, dated as of June 10, 2005 (the "<u>Pre-Existing Trademark Security Agreement</u>"), made by the Grantors in favor of the Administrative Agent, whereby the Grantors granted to the Administrative Agent a security interest in and to all of such Grantor's right, title, and interest in and to all of the trademarks owned by each Grantor; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 8, 2008 at Reel/Frame No. 003716/0517;

WHEREAS, the Grantors have advised the Administrative Agent that they do not own the trademark set forth on Schedule A attached hereto (the "<u>Trademark</u>") and that its inclusion in the grant of security was erroneous;

WHEREAS, the Administrative Agent has agreed to release, relinquish and discharge its entire right, title and interest in and to, and to the extent that the Trademark Security Agreement references the Trademark, the Administrative Agent has agreed to release, relinquish and discharge its entire right, title and interest in and to such references to the Trademark in the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. The Administrative Agent hereby releases, relinquishes, terminates and discharges in its entirety the security interest that it has against any and all right, title and interest that it has acquired in and to, the Trademark, together with any interest in and all goodwill of the

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business connected with the use of, and symbolized by, the Trademark, and all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future infringement or dilution or any trademark or injury to the goodwill associated with any and all of the foregoing, in the United States of America and all other countries of the world.

- 2. The Administrative Agent hereby agrees, at the expense of the Grantors, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Grantors to effectuate, record or evidence the release of the Administrative Agent's security interest in the Trademark.
- 3. The Administrative Agent authorizes and requests the United States Patent and Trademark Office to record this Release against the Trademark. The Administrative Agent authorizes the Grantor (and its representatives and agents) to record this Release against the Trademark with the appropriate agency of any other countries in which the Administrative Agent has a security interest in and to the Trademark.
  - 4. This Release shall be governed by the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized signatory as of the date first written above.

Citibank USA, Inc., as Administrative Agent

By: Name:

MILES D. McMANUS

Title:

Vice President and Director

[SIGNATURE PAGE TO RELEASE OF SECURITY INTERESTS IN TRADEMARK]

TRADEMARK REEL: 003835 FRAME: 0143

# SCHEDULE A

## U.S. TRADEMARK

Mark	U.S Registration No.	Issue Date
BOLSTERS	070,260	08/18/1908

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**RECORDED: 08/14/2008**