

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		11/05/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Tekni-Plex, Inc		
Street Address:	201 Industrial Parkway		
City:	Somerville		
State/Country:	NEW JERSEY		
Postal Code:	08876		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77172119	DECORATING ELVES MAKE IT LOOK AWESOME	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	11/06/2008		

CH \$40.00 77172119

Total Attachments: 4

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**TRADEMARK
 REEL: 003883 FRAME: 0513**

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RELEASE
OF
SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 5, 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 Tekni-Plex, Inc., a Delaware corporation, with its principal office at 201 Industrial Parkway Somerville, New Jersey 08876 (the "Grantor"). 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 "Pre-Existing Trademark Security Agreement"), made by the Grantor and certain subsidiaries of the Grantor, in favor of the Administrative Agent, whereby the Grantor granted to the Administrative Agent a security interest in and to all of the Grantor's right, title, and interest in and to all of the trademarks owned by the Grantor; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 7, 2008 at Reel/Frame No. 003715/0655;

WHEREAS, the Grantor has advised the Administrative Agent that it does not own the trademark set forth on Schedule A attached hereto (the "Trademark") 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 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 Grantor 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 Grantor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by the Grantor 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: 003883 FRAME: 0517

SCHEDULE A

U.S. TRADEMARK

Mark	U.S Application No.	Filing Date
DECORATING ELVES MAKES IT LOOK AWESOME	77/172,119	05/03/2007