

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in U.S. Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Plastic Specialties and Technologies, Inc.		11/19/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas, as collateral agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Bank: NEW YORK

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	729302	ABLEX
Registration Number:	3477416	AERO-TUBE
Registration Number:	3056269	ANTI-BAC
Registration Number:	3006619	AQUACOLORS
Registration Number:	1668518	COLOR-BRITE
Registration Number:	653086	COLORITE
Registration Number:	1628320	COLORITE WATERWORKS
Registration Number:	3128885	CONTINUOUS FLOW
Registration Number:	1822761	CYBERTUFF
Registration Number:	3477417	DURAFLOW
Registration Number:	1838680	FINGERTITE
Registration Number:	1645242	HOSE LINKS
Registration Number:	3477415	HOUSEMATES
Registration Number:	2966501	KINK FREE

OP \$540.00 729302

Registration Number:	3400317	
Registration Number:	1296200	PLASMED
Registration Number:	1175146	SUNSHIELD
Registration Number:	3150561	TUFF & FLEXIBLE
Registration Number:	1825140	ULTRALITE
Registration Number:	1486598	UNICHEM
Registration Number:	2581037	WATER COLORS

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128198200  
Email: fcutajar@whitecase.com  
Correspondent Name: White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 2: Patents & Trademarks  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2061
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	11/23/2010

**Total Attachments: 7**  
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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, Plastic Specialties and Technologies, Inc., a Delaware corporation (the "Grantor") with principal offices at 201 Industrial Parkway, Somerville, NJ 08876, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10006, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (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 (collectively, this "Grant").

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below), including any "intent-to-use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

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 November 19, 2010 (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's security interest in the Marks shall terminate and the Grantee shall

execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

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 in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

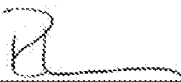
THE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 12.03 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF (i) ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR (ii) THE COLLATERAL AGENT UNDER THIS AGREEMENT OR ANY SECURED CREDITOR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.


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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
19<sup>th</sup> day of December, 2010.

PLASTIC SPECIALTIES AND TECHNOLOGIES,  
INC., Grantor

By   
Name: Robert M. Larney  
Title: VP and CFO

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Collateral Agent and Grantee

By   
Name: Enrique Landaeta  
Title: Vice President

By   
Name: Scottye Lindsey  
Title: Director

SCHEDULE A

**Plastic Specialties and Technologies, Inc.**

Mark	Country	Registration No./ Date	Application No./ Date
ABLEX	United States of America	729302 Apr 3 1962	72114441 Feb 27 1961
AERO-TUBE	United States of America	3477416 Jul 29 2008	77113570 Feb 22 2007
ANTI-BAC	United States of America	3056269 Jan 31, 2006	78313209 Oct 14, 2004
AQUACOLORS	United States of America	3006619 Oct 11 2005	78393924 Mar 31 2004
COLOR-BRITE	United States of America	1668518 Dec 17, 1991	74134440 Jan 29, 1991
COLORITE	United States of America	653086 Oct 15 1957	72022359 Jan 10 1957
COLORITE WATERWORKS	United States of America	1628320 Dec 18 1990	73748033 Aug 24 1988
CONTINUOUS FLOW	United States of America	3128885 Aug 15 2006	78558843 Feb 2 2005
CYBERTUFF	United States of America	1822761 Feb 22 1994	74398016 Jun 7 1993
DURAFLOW	United States of America	3477417 Jul 29 2008	77113577 Feb 22 2007
FINGERTITE	United States of America	1838680 Jun 7 1994	74342052 Dec 18 1992
HOSE LINKS	United States of America	1645242 May 21, 1991	73828399 Sept 29, 1989
HOUSEMATES	United States of America	3477415 Jul 29 2008	77113564 Feb 22 2007
KINK FREE	United States of America	2966501 Jul 12 2005	78322142 Nov 3 2003
MISCELLANEOUS DESIGN (BLUE STRIPE)	United States of America	3400317 Mar 18 2008	77165484 Apr 25 2007
PLASMED	United States of America	73436404 Sep 18, 1984	1296200 July 26, 1983



<b>Mark</b>	<b>Country</b>	<b>Registration No./ Date</b>	<b>Application No./ Date</b>
SUNSHIELD (Design)	United States of America	1175146 Oct 27, 1981	73261009 May 5, 1980
TUFF & FLEXIBLE	United States of America	3150561 Oct 3 2006	78558844 Feb 2 2005
ULTRALITE	United States of America	1825140 Mar 8 1994	74401942 Jun 15 1993
UNICHEM	United States of America	1486598 May 3 1988	73647066 Mar 2 1987
WATER COLORS	United States of America	2581037 Jun 18 2002	76088433 Jul 13 2000