# P \$140,00 2220816

### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Grant of Security Interst in U.S. Trademarks	

### **CONVEYING PARTY DATA**

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

### **RECEIVING PARTY DATA**

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

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2220816	COLORITE
Registration Number:	2213716	COLORITE POLYMERS
Registration Number:	3243779	FLEXCHEM
Registration Number:	2110026	FLEXRITE
Registration Number:	857487	XL FORMULA 100

### **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: 6	

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**EXECUTION VERSION** 

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 Investments, 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

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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

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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 low day of November, 2010.

PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC., Grantor

By Name: Robert M. Larney

Title: VP and CFO

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent and Grantee

Ву\_\_\_

Name:

Enrique Landaeta

Title:

Vice President

Name:

Title:

Biotive Lindsey

Director

**REEL: 004420 FRAME: 0802** 

# SCHEDULE A

# Plastic Specialties and Technologies Investment, Inc.

Mark	Country	Registration No./ Date	Application No./ Date
COLORITE	United States of America	2220816	75206355
		Jan 26 1999	Dec 2 1996
COLORITE POLYMERS	United States of America	2213716	75207603
		Dec 29 1998	Dec 3 1996
FLEXCHEM	United States of America	3243779	78721420
		May 22 2007	Sep 27 2005
FLEXRITE	United States of America	2110026	75163250
		Oct 28 1997	Sep 9 1996
XL FORMULA 100	United States of America	857487	72258840
		Oct 24, 1968	Oct 16, 1966

**RECORDED: 11/23/2010**