

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tri-Seal Holdings, 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: 9**

Property Type	Number	Word Mark
Registration Number:	1675065	F-217
Registration Number:	1252942	SOR
Registration Number:	3198252	TRI-FOIL
Registration Number:	1278994	TRI-GARD
Registration Number:	2271443	TRI-GARD SPE
Registration Number:	2216083	TRI-GARD SPET
Registration Number:	1463496	TRI-SEAL
Registration Number:	2342590	TRI-SHIELD
Registration Number:	1486151	TRI-LAM

**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

**900176216**

**TRADEMARK  
 REEL: 004420 FRAME: 0853**

**OP \$240.00 1675065**

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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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Tri-Seal Holdings, 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.

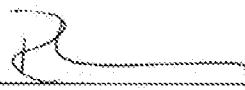
THE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY 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 November, 2010.

TRI-SEAL HOLDINGS, INC., Grantor

By   
Name: Robert M. Latney  
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

TRI-SEAL HOLDINGS, INC.

Mark	Country	Registration No./ Date	Application No./ Date
F-217	United States of America	1675065 Feb 11 1992	74035714 Mar 7 1990
SOR	United States of America	1252942 Oct 4 1983	330246 Sep 29 1981
TRI-FOIL	United States of America	3198252 Jan 16 2007	78683012 Aug 1 2005
TRI-GARD	United States of America	1278994 May 22 1984	73423390 Apr 27 1983
TRI-GARD SPE	United States of America	2271443 Aug 24 1999	75347686 Aug 27 1997
TRI-GARD SPET	United States of America	2216083 Jan 5 1999	75347685 Aug 27 1997
TRI-SEAL	United States of America	1463496 Nov 3 1987	73652824 Apr 3 1987
TRI-SHIELD	United States of America	2342590 Apr 18 2000	75547698 Sep 3 1998
TRI-LAM	United States of America	1486151 Apr 26, 1988	73612054