

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
Tekni-Plex, 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: 13

Property Type	Number	Word Mark
Registration Number:	926056	FOAMSEAL
Registration Number:	1245310	KOOL-PAK
Registration Number:	3554821	MATCH YOUR HOSE TO YOUR HOUSE
Registration Number:	921959	SARASEAL
Registration Number:	913545	SOLVSEAL
Registration Number:	2505226	TEKNI-FILMS
Registration Number:	2355527	TEKNIFLEX
Registration Number:	2425170	TEKNIFLEX
Registration Number:	913544	VAPOSEAL S
Registration Number:	909590	VINYLSEAL
Registration Number:	3652258	WATERH2OSE
Serial Number:	77782990	ELEMENT
Serial Number:	77294731	FLEXINYL

CORRESPONDENCE DATA

900176217

**TRADEMARK
 REEL: 004420 FRAME: 0873**

OP \$340.00 926056

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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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Tekni-Plex, Inc., a Delaware corporation (the "Grantor") with principal offices at 1150 First Avenue, Suite 500, King of Prussia, PA 19406, 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.

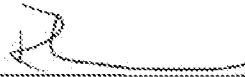
THE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY 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 19th day
of November, 2010.

TEKNI-PLEX, INC., Grantor

By 
Name: Robert M. Larney
Title: Chief Financial Officer

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

Tekni-Plex, Inc.

Mark	Country	Registration No./ Date	Application No./ Date
ELEMENT	United States of America		77782990 Jul 16 2009
FLEXINYL	United States of America		77294731 Oct 3 2007
FOAM SEAL	United States of America	926056 Dec 28 1971	72372269 Oct 1 1970
KOOL-PAK	United States of America	1245310 Jul 12 1983	327661 Sep 11 1981
MATCH YOUR HOSE TO YOUR HOUSE	United States of America	3554821 Dec 30 2008	77223565 Jul 6 2007
SARASEAL	United States of America	921959 Oct 12 1971	372270 Oct 1 1970
SOLVSEAL	United States of America	913545 Jun 8 1971	72343439 Nov 13 1969
TEKNI-FILMS	United States of America	2505226 Nov 6 2001	75766319 Aug 2 1999
TEKNIFLEX	United States of America	2355527 Jun 6 2000	75154629 Aug 22 1996
TEKNIFLEX	United States of America	2425170 Jan 30 2001	75909252 Feb 3 2000
VAPOSEALS	United States of America	913544 Jun 8 1971	343437 Nov 13 1969
VINYLSEAL	United States of America	909590 Mar 9 1971	72343436 Nov 13 1969
WATERH2OSE	United States of America	3652258 Jul 7 2009	77444056 Apr 9 2008