

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IPL, Inc.		03/02/2012	CORPORATION: CANADA
Plastic Enterprises Co., Inc.		03/02/2012	CORPORATION: MISSOURI

**RECEIVING PARTY DATA**

Name:	National Bank of Canada
Street Address:	1155 Metcalfe Street 5th Floor
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H3B 4S9
Entity Type:	a bank governed by the Bank Act (Canada): CANADA

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	1016352	FRESHWARE
Registration Number:	1189364	IPL COLLECTION
Registration Number:	1260955	IPL
Registration Number:	1613892	VACUSPOUT
Registration Number:	1725753	MAXIMISER
Registration Number:	1940417	REELSAVER
Registration Number:	2139935	SHURE LOCK
Registration Number:	2497392	SMARTCRATE
Registration Number:	2622631	FLAPNEST
Registration Number:	3048694	IPL BETTER PRODUCTS IN PLASTIC
Registration Number:	3798811	4-SAISONS
Registration Number:	4000749	VERSAPIPE
Registration Number:	4036719	RAPI TUBE

OP \$590.00 1016352

Registration Number:	4040781	RAPI-FIX
Serial Number:	85495956	MANTISWAY
Serial Number:	85136477	TRUSTPACK
Serial Number:	85115225	GEOPERFORMX
Serial Number:	77396805	POLYORGANIC
Serial Number:	78833369	IPL INNOVATIVE PACKAGING BY DESIGN
Serial Number:	78133936	IPL INNOVATIVE PACKAGING BY DESIGN
Registration Number:	0835235	SEAL-EZE
Registration Number:	0844719	SEAL-EZE
Registration Number:	1016933	SHO-ME

**CORRESPONDENCE DATA**

Fax Number: (757)473-0395  
Phone: 7574735327  
Email: jswingle@williamsmullen.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: John Swingle  
Address Line 1: 222 Central Park Ave.  
Address Line 4: Virginia Beach, VIRGINIA 23462

ATTORNEY DOCKET NUMBER: 060305.0002

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: John B. Swingle

Signature: /John B. Swingle/

Date: 03/15/2012

Total Attachments: 11  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of March 2, 2012, is made by IPL Inc. (the "**Borrower**") and each of the Credit Parties from time to time signatory hereto other than the Borrower (the "**US Guarantors**" and collectively with the Borrower, the "**Grantors**") in favour of National Bank of Canada, for itself and as administrative agent and collateral agent (the "**Collateral Agent**") for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, the Lenders have agreed to make credit facilities available to the Borrower in the aggregate principal amount of Cdn \$120,000,000 subject to the Borrower's option to increase the principal amount thereof by up to Cdn \$15,000,000 (the "**Credit Facilities**") and to make Hedge Facilities and Card Facilities (as such terms are defined in the Credit Agreement referred to below) available to the Borrower by up to Cdn \$15,000,000 (the "**Accessory Facilities**").

WHEREAS, the Credit Facilities and the Accessory Facilities will be made available under the Credit Agreement dated March 2, 2012 among the Borrower, the Collateral Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Credit Facilities and Accessory Facilities by the Lenders under the Credit Agreement, the Grantors have executed and delivered in favour of the Collateral Agent that certain Security Agreement made and entered into as of March 2, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, a security interest in, among other property, all of their Registered Intellectual Property (as defined below), and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Collateral Agent, a security interest in all of such Grantors' right, title and interest in and to the following (the "**Collateral**"):

(i) All US trademarks, trade names, certification marks, patents, circuit topographies, copyrights and industrial designs that are registered in any US government or US public office or in respect of which any application for registration is pending with regard to the Grantors (collectively, the "**Registered Intellectual Property**"), which Registered Intellectual Property is set forth in Schedule A attached hereto.

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind

whatsoever of such Grantors accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Credit Obligations and Accessory Obligations. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all Credit Obligations and Accessory Obligations.

SECTION 3. Recordation. The Grantors authorize and request that the United States Patent and Trademark Office and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[Signature Pages Follow]

Address

140 Commerciale Street  
Saint-Damien-de-Buckland  
Quebec G0R 2Y0  
Attn: Éric Doyon, Vice President, Finance  
and Chief Financial Officer

Fax No.: (418) 789-3046  
E-mail: [edoyon@ipl-plastics.com](mailto:edoyon@ipl-plastics.com)

with a copy to :

Novacap  
375 Roland-Therrien Blvd. Suite 210  
Longueuil  
Quebec J4H 4A6  
Attn : Stéphane Blanchet

Fax No.: (450) 651-7585  
E-mail: [sblanchet@novacap.ca](mailto:sblanchet@novacap.ca)

IPL INC.

By:  
Name:  
Title:



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[SIGNATURE PAGE TO US IP AGREEMENT]

**TRADEMARK**  
**REEL: 004737 FRAME: 0504**

Address

140 Commerciale Street  
Saint-Damien-de-Buckland  
Quebec G0R 2Y0  
Attn: Éric Doyon, Vice President, Finance  
and Chief Financial Officer

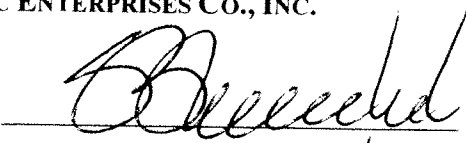
Fax No.: (418) 789-3046  
E-mail: [edoyon@ipl-plastics.com](mailto:edoyon@ipl-plastics.com)

with a copy to :

Novacap  
375 Roland-Therrien Blvd. Suite 210  
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Quebec J4H 4A6  
Attn : Stéphane Blanchet

Fax No.: (450) 651-7585  
E-mail: [sblanchet@novacap.ca](mailto:sblanchet@novacap.ca)

PLASTIC ENTERPRISES Co., INC.

By:   
Name: Stéphane Blanchet  
Title: Secretary

[SIGNATURE PAGE TO US IP AGREEMENT]

TRADEMARK  
REEL: 004737 FRAME: 0505

**Schedule A – Registered Intellectual Property**

See attached.



Trademark properties issued to or owned by IPL Inc. of Canada and/or Plastic Enterprises Inc. of Missouri

Reg./Ser. No	Reg./Filing Dat	Trademark	Status	Registrant/Applicant	Current Owner	Assignments
1016352	7/22/1975	Freshware	Cancelled Section 18	Ball Corporation	Heller Incorporated	564/0608 564/0610 648/0653 748/0458
1189364	2/9/1982	IPL Collection (and Design)	Cancelled Section 8	Provincial Industries Lt	Provincial Industries Ltd	n/a
1260955	12/13/1983	IPL (and Diamond Design)	Cancelled Section 8	Provincial Industries Lt	IPL Inc.	540/0272
1613892	9/18/1990	Vacuspout	Cancelled Section 8	IPL Inc.	IPL Inc.	n/a
1725753	4/27/1999	Maximiser	Cancelled Section 8	IPL Inc.	IPL Inc.	n/a
1940417	12/12/1995	Reelsaver	Cancelled Section 8	IPL Inc.	IPL Inc.	n/a
2139935	3/3/1998	Shure Lock (and Design)	Cancelled Section 8	IPL Inc.	IPL Inc.	n/a
2497392	10/16/2001	Smartcrate	Second Renewal due 10/16/	IPL Inc.	IPL Inc.	n/a
2622631	9/24/2002	Flapnest	Sect. 8 & 9 due 9/24/12	IPL Inc.	IPL Inc.	n/a
3048694	1/24/2006	IPL Better Products In Plastic	Sect. 8 & 15 due 1/24/12	IPL Inc.	IPL Inc.	n/a
3798811	6/8/2010	4-Saisons	Sect. 8 & 15 due 6/8/16	IPL Inc.	9244-6699 Quebec Inc.	4676/0138
4000749	7/26/2011	Versapipe	Sect. 8 & 15 due 7/26/17	IPL Inc.	9244-6699 Quebec Inc.	4676/0138
4036719	10/11/2011	Rapi Tube (and Design)	Sect. 8 & 15 due 10/11/17	IPL Inc.	9244-6699 Quebec Inc.	4676/0138
4040781	10/18/2011	Rapi-Fix	Sect. 8 & 15 due 10/18/17	IPL Inc.	9244-6699 Quebec Inc.	4676/0138
85/495956	12/15/2011	Mantisway	New	IPL Inc.	IPL Inc.	n/a
85/136477	9/23/2010	Trustpack	Suspended	IPL Inc.	IPL Inc.	n/a
85/115225	8/25/2010	Geoperform	Suspended	IPL Inc.	9244-6699 Quebec Inc.	4676/0138
77/396805	2/14/2008	Polyorganic	Suspended	IPL Inc.	IPL Inc.	n/a
78/833369	3/9/2006	IPL Innovative Packaging by Desi	Abandoned 4/2/07	IPL Inc.	IPL Inc.	n/a
78/133936	6/7/2002	IPL Innovative Packaging by Desi	Abandoned 2/6/06	IPL Inc.	IPL Inc.	n/a
835235	9/12/1967	Seal-Eze	Expired	Plastic Enterprises, Inc.	Plastic Enterprises Co., Inc	241/0502
844719	2/20/1968	Seal-Eze	Expired	Plastic Enterprises, Inc.	Plastic Enterprises Co., Inc	241/0500
1016933	7/29/1975	Sho-Me	Expired	Sho-Me Containers Inc.	Plastic Enterprises Co., Inc	372/0964 378/0503 378/0504

a) Trademarks

**b) Patents**

Patent properties issued to or owned by IPL Inc. of Canada and/or Plastic Enterprises Inc. of Missouri

Pat./Pub. No.	Serial Number	Title	Status	Patentee/Applicant	Current Owner	Assignments
4821910	07/212866	Closure and container having tamper proof means	Expired 1993	IPL Inc.	IPL Inc.	n/a
4884365	07/329404	Device for collecting sap	Expired 1997	IPL Inc.	IPL Inc.	n/a
4887387	07/350894	Device for collecting sap	Expired 1997	IPL Inc.	IPL Inc.	n/a
4926597	07/182281	Device for collecting sap	Expired 1998	IPL Inc.	IPL Inc.	n/a
4968075	07/527771	Tamper-proof tag	Expired 1998	IPL Inc.	IPL Inc.	n/a
5005314	07/434216	Sap collecting device	Expired 1995	IPL Inc.	IPL Inc.	n/a
5027969	07/547176	Closure and container combination	Expired 1999	IPL Inc.	IPL Inc.	n/a
5054820	07/434211	Connector for a sap collecting system	Expired 2003	IPL Inc.	IPL Inc.	n/a
5111954	07/591775	Tamper evident container	Expired 2010	IPL Inc.	D'Erablere CDL Inc.	8967/0373
5169012	07/831919	Combined waste paper and trash basket	Expired 1996	IPL Inc.	IPL Inc.	n/a
5188787	07/913961	Process for the injection moulding of multi-layered articles	Expires 07/17/12	Dupont Canada Inc.	IPL Inc.	8153/0297
5224617	07/788922	Tamper evident container	Expired 2011	IPL Inc.	Liqui-Box Canada Inc.	14220/0507
5261625	07/891288	Device for dispensing wire, cable or the like	Expired 2005	IPL Inc.	IPL Inc.	n/a
5353948	08/057707	Plastic container with linged lids	Expires 05/04/13	IPL Inc.	IPL Inc.	n/a
5360112	08/099000	Device for use with pallets supporting stacked bottles	Expired 1998	IPL Inc.	IPL Inc.	n/a
5372257	08/230375	Stackable load bearing tray	Expires 04/20/14	IPL Inc.	IPL Inc.	n/a
5411160	08/095519	Child resistant closure	Expires 07/26/13	IPL Inc.	IPL Inc.	n/a
5515987	08/502168	Five-piece container having foldable side pieces	Expired 2008	IPL Inc.	IPL Inc.	n/a
5582296	08/258661	Stackable load bearing tray	Expires 06/10/14	IPL Inc.	IPL Inc.	n/a
5622333	08/582273	Adjustable wire reel	Expired 2001	IPL Inc.	IPL Inc.	n/a
5699926	08/696242	Five-piece container with stabilizer tablet	Expired 2005	IPL Inc.	IPL Inc.	n/a
5746342	08/906347	Five-piece container with hingeable slides	Expired 2006	IPL Inc.	IPL Inc.	n/a
5747731	08/854328	Spacing device for utility wire	Expired 2002	IPL Inc.	IPL Inc.	n/a
5853099	08/837893	Five-piece open container with locking arrangement	Expires 04/22/17	IPL Inc.	IPL Inc.	n/a

Patent properties issued to or owned by IPL Inc. of Canada and/or Plastic Enterprises Inc. of Missouri

5881880	08/957074	A nestable lid	Expired 2011	IPL Inc.	IPL Inc.	n/a
5988420	09/229211	Container lid	Expired 2011	IPL Inc.	IPL Inc.	n/a
6041931	09/294498	Lidded container for lobsters or like crustacean	Expires 04/20/19	IPL Inc.	IPL Inc.	n/a
6199786	09/256335	Wire reel assembly and wire reel	Expired 2005	IPL Inc.	IPL Inc.	n/a
6692245	09/471595	Mold for making a window frame	8th year window 02/17/11	IPL Inc.	IPL Inc.	n/a
6997469	10/163446	Molded Running Board	8th year window 02/14/13	IPL Inc.	Decoma International Inc.	13251/0836
7445297	11/334878	Wheel assembly for mounting to an axle of a wheeled product	4th year window 11/04/11	IPL Inc.	IPL Inc.	n/a
D312573	07/246305	Container for lobsters or the like	Expired	IPL Inc.	IPL Inc.	n/a
D315820	07/358191	Tray	Expired	IPL Inc.	IPL Inc.	n/a
D316516	07/381511	Container	Expired	IPL Inc.	IPL Inc.	n/a
D316674	07/345729	Container	Expired	IPL Inc.	IPL Inc.	n/a
D326412	07/533070	Container	Expired	IPL Inc.	IPL Inc.	n/a
D341464	07/933521	Container	Expired	IPL Inc.	IPL Inc.	n/a
D342783	07/939352	Container for bottles	Expired	IPL Inc.	IPL Inc.	n/a
D344022	07/951556	Container	Expired	IPL Inc.	IPL Inc.	n/a
D346328	07/878892	Container	Expired	IPL Inc.	IPL Inc.	n/a
D353094	29/011472	Container	Expired	IPL Inc.	IPL Inc.	n/a
D410387	29/077453	Lid for container	Expires 06/01/13	IPL Inc.	IPL Inc.	n/a
D422127	29/101385	Barrel	Expires 03/28/14	IPL Inc.	IPL Inc.	n/a
D536248	29/230866	Container lid	Expires 02/06/21	IPL Inc.	IPL Inc.	n/a
D628801	29/359805	Tote box	Expires 12/14/24	IPL Inc.	IPL Inc.	n/a
D634912	29/363496	Lock	Expires 03/22/25	IPL Inc.	IPL Inc.	n/a
20110301282	13/151932	Black colored master batch carbon nanotube and method of manufacture thereof	New	IPL Inc.	IPL Inc.	n/a
20110274525	13/073681	System and method for emptying a latched container	New	IPL Inc.	IPL Inc.	n/a
20110272953	12/886094	Cart with flexible latch	New	IPL Inc.	IPL Inc.	n/a
20110108558	12/944514	Self-cooling container	New	IPL Inc.	IPL Inc.	n/a
20110088316	12/726795	Tubina, a system containing tubing for and method for removing sap from a tree	Response to non-final action	IPL Inc.	9244-6699 Quebec Inc.	27299/0793
20110073799	12/894300	Thermally conductive polymer compounds	New	IPL Inc.	IPL Inc.	27362/0398

Patent properties issued to or owned by IPL Inc. of Canada and/or Plastic Enterprises Inc. of Missouri

20110073609	12/889931	Container with a retractable handle	New	IPL Inc.	IPL Inc.	n/a
20110073375	12/804291	Geothermal system and tubing therefor	New	IPL Inc.	IPL Inc.	n/a
20100227094	12/717678	Oxygen barrier molded container and method for production thereof	New	IPL Inc.	IPL Inc.	n/a
20060266750	11/139088	Container lid adapted for resealing of container	Abandoned 2008	IPL Inc.	IPL Inc.	n/a
20060119065	11/337342	Molded Running Board	Abandoned 2007	IPL Inc.	IPL Inc.	n/a
20060001191	11/156420	Shroud assembly and a method of fabrication thereof	Abandoned 2007	IPL Inc.	IPL Inc.	n/a
20050263524	11/135035	Container lid with removable seal layer	Abandoned 2010	IPL Inc.	IPL Inc.	n/a
20050178067	11/060871	Slider window assembly and method of fabrication thereof	Abandoned 2008	IPL Inc.	IPL Inc.	n/a
20050040166	10/766998	Open five-piece container with bail bar arrangements	Abandoned 2006	IPL Inc.	IPL Inc.	n/a
20040182872	10/818772	Tamper-resistant container	Abandoned 2007	IPL Inc.	IPL Inc.	n/a
20040144793	10/353818	Tamper-resistant container	Abandoned 2006	IPL Inc.	IPL Inc.	n/a
20040137321	10/721223	Casing for an energy storage device	Abandoned 2009	IPL Inc.	IPL Inc.	21316/0177
20030164318	09/933759	Crate for carrying glass panels	Abandoned 2003	Avesior Ltd. Partnership	Bathum Canada Inc.	
20030116885	10/324223	Method and apparatus to deform a plastic rivet	Abandoned 2006	IPL Inc.	IPL Inc.	n/a
20020162846	09/848804	Cover and container combination for seal tight engagement	Abandoned 2002	IPL Inc.	IPL Inc.	n/a
20020108950	09/781986	Collapsible container with hinged walls having latching and alignment systems	Abandoned 2007	IPL Inc. Georgia-Pacific Corp.	IPL Inc.	16870/0619
6802919	10/135494	Container lid sealing method	Expired 2008	Plastic Enterprise Co., Inc.	Plastic Enterprise Co., Inc.	20794/0882
6460720	09/631809	Container with improved lid seal lid sealing method	Expired 2006	Creative Foods, LLC Plastic Enterprise Co., Inc.	Kaome Creative Foods, Inc. Plastic Enterprise Co., Inc.	20794/0882
D584145	29/305872	Container lid	Expires 01/06/23	Creative Foods, LLC Plastic Enterprise Co., Inc.	Kaome Creative Foods, Inc. Plastic Enterprise Co., Inc.	n/a

**c) Copyright**

**Nil.**

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