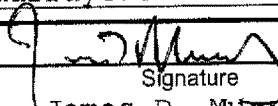


Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): HSBC BANK USA, NATIONAL ASSOCIATION as Trustee and Collateral Agent</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>National Association</u></p> <p>Citizenship (see guidelines) <u>Federal, USA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>TEKNI-PLEX, INC.</u></p> <p>Internal Address: _____</p> <p>Address: _____</p> <p>Street Address: <u>1150 First Avenue, Suite 500</u></p> <p>City: <u>King of Prussia</u></p> <p>State: <u>PA</u></p> <p>Country: <u>USA</u> Zip: <u>19406</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware, USA</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>05/24/2012</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Trademark Release Agreement</u></p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Schedule I</p> <p>B. Trademark Registration No.(s) See Schedule I</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>James Murray</u></p> <p>Internal Address: <u>CT Lien Solutions</u></p> <p>Street Address: <u>4400 Easton Commons Way</u> <u>Suite 125</u></p> <p>City: <u>Columbus</u></p> <p>State: <u>OH</u> Zip: <u>43219</u></p> <p>Phone Number: <u>614-280-3566</u></p> <p>Fax Number: <u>800-516-6304</u></p> <p>Email Address: <u>james.murray@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: 131</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
<p>9. Signature:</p> <p style="text-align: center;"> Signature <u>James D. Murray</u></p> <p style="text-align: center;">Name of Person Signing</p>	<p style="text-align: right;">Date: <u>05/24/2012</u></p> <p>Total number of pages including cover sheet, attachments, and document: 11</p>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademark Release Cover Page

1. Name of receiving party(ies)

PureTec Corporation, a Delaware Corporation
1150 First Avenue, Suite 500
King of Prussia, PA 19406

Natvar Holdings, Inc., a Delaware Corporation
1150 First Avenue, Suite 500
King of Prussia, PA 19406

Tri-Seal Holdings, Inc., a Delaware Corporation
1150 First Avenue, Suite 500
King of Prussia, PA 19406

Plastic Specialties and Technologies, Inc., a Delaware Corporation
1150 First Avenue, Suite 500
King of Prussia, PA 19406

Plastic Specialties and Technologies Investments, Inc., a Delaware Corporation
1150 First Avenue, Suite 500
King of Prussia, PA 19406

BURLINGTON RESINS, INC., a Delaware Corporation
1150 First Avenue, Suite 500
King of Prussia, PA 19406

TPI Acquisition Subsidiary, Inc., a Delaware Corporation
1150 First Avenue, Suite 500
King of Prussia, PA 19406

Distributors Recycling, Inc., a Delaware Corporation
1150 First Avenue, Suite 500
King of Prussia, PA 19406

TP/ELM ACQUISITION SUBSIDIARY, INC., a Delaware Corporation
1150 First Avenue, Suite 500
King of Prussia, PA 19406

SCHEDULE I

U.S. INTENT TO USE APPLICATIONS OR REGISTERED TRADE AND/OR SERVICE MARKS:

Mark	Registration Number/ Application Number	Registration Date/ Filing Date
SUPPLEX	0516611	10/18/1949
POUCHPAK	0613180	09/27/1955
VAPOSEAL	0647209	06/18/1957
SUPPLEX	0648068	07/09/1957
COLORITE	0653086	10/15/1957
SWAN	0740032	10/30/1962
ABLEX	0729302	04/03/1962
GERING	0773898	07/28/1964
GLADE	0792573	07/13/1965
FLEETWOOD	0792574	07/13/1965
XL FORMULA 100	0857487	09/24/1968
FLAT LINE	0896035	08/04/1970
VINYLSEAL	0909590	03/09/1971
VAPOSEAL S	0913544	06/08/1971
SOLVSEAL	0913545	06/08/1971
FOAMSEAL	0926056	12/28/1971
SARASEAL	0921959	10/12/1971
SWAN	0951370	01/23/1973
SOFT & SUPPLE	0983571	05/07/1974
COLORITE	1007883	04/01/1975
FORMULA Z7	1008815	04/15/1975

Schedule I

US1:7890338v3
1488874.2

TRADEMARK
REEL: 004791 FRAME: 0490

Mark	Registration Number/ Application Number	Registration Date/ Filing Date
THERMO-RUBBER	1005819	03/04/1975
PRESSURE MASTER	1016341	07/22/1975
WEATHER-FLEX	1015801	07/15/1975
PRESSURE GUARD	1016342	07/22/1975
SUPREME	1064454	04/26/1977
HERITAGE	1124047	08/14/1979
SOFT & SUPPLE	1132212	04/01/1980
SUNSHIELD	1175146	10/27/1981
FAIRLAWN	1208332	09/14/1982
FABRA-TEX	1230020	03/08/1983
KOOL-PAK	1245310	07/12/1983
SOR	1252942	10/04/1983
TUFF STUFF	1285283	07/10/1984
TRI-FOIL	1305889	11/20/1984
TRI-GARD	1278994	05/22/1984
TEKNI PLEX	1316950	01/29/1985
TEKNISEAL	1316952	01/29/1985
PLASMED	1296200	09/18/1984
TUFF STUFF FOAMPLATES	1284374	07/03/1984
MEDALLION	1314600	01/15/1985
GRIPPER	1346137	07/02/1985
RV3	1296205	09/18/1984
WEATHER MASTER	1337908	05/28/1985
WEATHER GUARD	1337909	05/28/1985

Schedule I

US1:7890338v3
1488874.2

TRADEMARK
REEL: 004791 FRAME: 0491

Mark	Registration Number/ Application Number	Registration Date/ Filing Date
HEAVY SILVER	1355348	08/20/1985
COUNTRY CLUB	1393243	05/13/1986
YARD MATE	1380431	01/28/1986
TRI-LAM	1486151	04/26/1988
UNICHEM	1486598	05/03/1988
CP	1488020	05/17/1988
TRI-SEAL	1463496	11/03/1987
AMERICAN YACHTSMAN	1544443	06/20/1989
THERM-O-BLUE	1504845	09/20/1988
COMPETITOR	1502192	08/30/1988
PROFLEX	1504846	09/20/1988
YARDFLEX	1504847	09/20/1988
LAWNFLEX	1504848	09/20/1988
WEATHERFLEX	1528240	03/07/1989
DIAMOND BACK	1504849	09/20/1988
EARTH QUENCHER	1546425	07/04/1989
MAXFLEX	1511770	11/08/1988
MORFLEX	1510124	10/25/1988
THERMOFLEX	1510125	10/25/1988
TURBOFLEX	1509239	10/18/1988
REFLEX	1521821	01/24/1989
SPIRALCAST	1512689	11/15/1988
COLORITE WATERWORKS	1628320	12/18/1990
HOSE LINKS	1645242	05/21/1991

Schedule I

US1:7890338v3
1488874.2

TRADEMARK
REEL: 004791 FRAME: 0492

Mark	Registration Number/ Application Number	Registration Date/ Filing Date
FLEXMATE	1612942	09/11/1990
F-217	1675065	02/11/1992
COLOR-BRITE	1668518	12/17/1991
E-MF TOUCH-LOK	1784124	07/27/1993
FLEXLITE	1715743	09/15/1992
SELF-FROSTING	1731102	11/10/1992
MULTICHEM	1721946	10/06/1992
PERMAFLOW	1733042	11/17/1992
A-FLEX TUBING	1808473	11/30/1993
AMERICAN PRIDE	1781431	07/13/1993
FINGERTITE	1838680	06/07/1994
CYBERTUFF	1822761	02/22/1994
CYBERMOLD	1822762	02/22/1994
CYBERLAST	1822763	02/22/1994
CYBERSHIELD	1821345	02/15/1994
CYBEREX	1822764	02/22/1994
CYBERCELL	1821346	02/15/1994
CYBERTECH	1821347	02/15/1994
CYBERTECH	1821348	02/15/1994
ULTRALITE	1825140	03/08/1994
SOFT'N FLEXIBLE	1856460	09/27/1994
DURADISC	1922078	09/26/1995
KEEP GROWING WITH SWAN	1950653	01/23/1996
CRYSTALFLEX	1946553	01/09/1996

Schedule I

US1:7890338v3
1488874.2

TRADEMARK
REEL: 004791 FRAME: 0493

Mark	Registration Number/ Application Number	Registration Date/ Filing Date
PERFECT GARDENER	1917956	09/12/1995
DUROLAST	2037827	02/11/1997
COLORITE POLYMERS	2052098	04/15/1997
DURABAND	2163141	06/09/1998
ELASTICHEM	2126655	01/06/1998
TEKNIFLEX	2355527	06/06/2000
ECOWARE	75160649	08/29/1996
KINK FREE	2966501	3 Nov 03
ANTI-BAC	3056269	14 Oct 03
WATER COLORS	2581037	13 Jul 00
TEKNIFLEX	2425170	18 Jun 02
TEKNI-FILMS	2505226	2 Aug 99
TRI-SHIELD	2342590	3 Sep 98
YARD GARD	2305696	4 Jan 00
SUNNY DAY	2330295	14 Mar 00
TRI-GARD SPET	2216083	5 Jan 99
TRI-GARD SPE	2271443	24 Aug 99
SEAL-TITE	2229710	7 Jul 97
COLORITE POLYMERS	2213716	3 Dec 96
COLORITE	2220816	2 Dec 96
TUFF STUFF	2215093	3 Oct 96
FLEXRITE	2110026	28 Oct 97
TUFF STUFF	2368983	07/18/2000
FLEXCHEM	2163765	06/09/1998

Schedule I

US1:7890338v3
1488874.2

TRADEMARK
REEL: 004791 FRAME: 0494

Mark	Registration Number/ Application Number	Registration Date/ Filing Date
SAFEWATER	2187571	09/08/1998
HOZE-O-SAURUS	2185780	09/01/1998
TRI-GARD SPP	2214222	12/29/1998
TRI-SO2RB	2240374	04/20/1999
HOZE-RAP	2384653	09/12/2000
NATURE'S CHOICE	2518997	12/18/2001
TEKLAR	2285334	10/12/1999
PLASTRON	2332368	03/21/2000
GARDENFLEX	2321884	02/22/2000
TEKLAR	2499615	10/23/2001
CONTRACTOR'S CHOICE	2514330	12/04/2001
COLORSPASH	2597702	07/23/2002
COLORITE FLOORWORKS	78085818	09/27/2001
ANTI-BAC	78322153	11/03/2003

Schedule I

US1:7890338v3
1488874.2

TRADEMARK
REEL: 004791 FRAME: 0495

RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest ("Release"), dated as of May 24, 2012 is made by HSBC BANK USA, NATIONAL ASSOCIATION, in its capacity as Trustee and Collateral Agent for the benefit of the Secured Parties ("Grantor"), in favor of TEKNI- PLEX, INC., PURETEC CORPORATION, NATVAR HOLDINGS, INC., TRI-SEAL HOLDINGS, INC., PLASTIC SPECIALTIES AND TECHNOLOGIES, INC., BURLINGTON RESINS, INC., PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC., DISTRIBUTORS RECYCLING, INC., TPI ACQUISITION SUBSIDIARY, INC. and TP/ELM ACQUISITION SUBSIDIARY, INC. (collectively, "Grantees").

WHEREAS, Grantees and Grantor entered into that certain Security Agreement, dated as of June 10, 2005, as from time to time amended, restated, supplemented or otherwise modified (together with all exhibits and schedules thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the parties hereto entered into a grant of security interest in trademarks, recorded in the United States Patent and Trademark Office at Reel 3157, Frame 0208 on September 8, 2005, under which Grantees granted to Grantor a security interest in all of Grantees' right, title and interest in, to and under the following, whether then-existing or thereafter created or acquired (collectively, the "Trademark Collateral"): (i) all of the Grantees' right, title and interest in and to all of its trademark registrations and trademark applications, including all appurtenant goodwill of any and all of the foregoing (the "Marks") and including the Marks set forth on Schedule I attached hereto, (ii) all Proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action for infringement of any of the Marks or unfair competition regarding the same; and

WHEREAS, the Note Obligations have now been satisfied and Grantees have requested Grantor's release, and Grantor has agreed to release, any and all interest it may have in the Trademark Collateral and assign any and all rights it may have in the Trademark Collateral to Grantees.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings give to them in the Security Agreement.
2. Release of Security Interest. Grantor does hereby release, relinquish and discharge any and all interest it may have in the Trademark Collateral and hereby assigns, without recourse, representation or warranty, any and all rights it may have in the Trademark Collateral to Grantees.

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IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Interest to be duly executed as of the date set forth above.

HSBC BANK USA, NATIONAL ASSOCIATION
as Trustee and Collateral Agent

By: 

Name: Ignazio Tamburello
Title: Vice President


[SIGNATURE PAGE TO HSBC TRADEMARK RELEASE]

1488874.2


TRADEMARK
REEL: 004791 FRAME: 0497

Acknowledged and Agreed to:

TEKNI-PLEX, INC.

By: 
Name: *Sujal D. Mehta*
Title: *Deputy General Counsel*

PURETEC CORPORATION
NATVAR HOLDINGS, INC.
TRI-SEAL HOLDINGS, INC.
PLASTIC SPECIALTIES AND TECHNOLOGIES,
INC.
BURLINGTON RESINS, INC.
PLASTIC SPECIALTIES AND TECHNOLOGIES
INVESTMENTS, INC.
DISTRIBUTORS RECYCLING, INC.
TPI ACQUISITION SUBSIDIARY, INC.
TP/ELM ACQUISITION SUBSIDIARY, INC.,

By: 
Name: *Sujal D. Mehta*
Title: *Deputy General Counsel*

[SIGNATURE PAGE TO HSBC TRADEMARK RELEASE]