

**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): TEKNI-PLEX, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware, USA</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>Delaware, USA</u></p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>U.S. Bank National Association, as Collateral *</u> Internal Address: <u>*Agent</u></p> <p>Street Address: <u>150 Fourth Avenue North, 2nd Floor</u> City: <u>Nashville</u> State: <u>TN</u> Country: <u>USA</u> Zip: <u>37219</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>N.A.</u> Citizenship <u>Federal-USA</u></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) : Execution Date(s) <u>05/24/2012</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</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: Name: <u>Michael Violet</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>4400 Easton Commons Way</u> <u>Suite 125</u> City: <u>Columbus</u> State: <u>OH</u> Zip: <u>43219</u> Phone Number: <u>614-280-3303</u> Fax Number: <u>800-516-6304</u> Email Address: <u>MICHAEL.VIOLET@WOLTERSKLWNER.COM</u></p>	<p>6. Total number of applications and registrations involved: 97</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 _____ Authorized User Name _____</p>
<p>9. Signature: <u><i>Michael Violet</i></u> <u>05/24/2012</u> Signature Date</p> <p style="text-align: center;"><u>Michael Violet</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 10</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

OP \$2440.00 85309696

Addendum to Cover Page of Trademark Security Cover Page

1. Name of conveying party(ies)

TP/ELM ACQUISITION SUBSIDIARY, INC., 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

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

PureTec Corporation, 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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Natvar Holdings, Inc.	3521446	Sure Bond
Plastic Specialties and Technologies, Inc.	729302	Ablex
Plastic Specialties and Technologies, Inc.	3477416	Aero-Tube
Plastic Specialties and Technologies, Inc.	3056269	Anti-Bac
Plastic Specialties and Technologies, Inc.	1668518	Color-Brite
Plastic Specialties and Technologies, Inc.	653086	Colorite
Plastic Specialties and Technologies, Inc.	1628320	Colorite Waterworks
Plastic Specialties and Technologies, Inc.	3128885	Continuous Flow
PureTec Corporation	1822761	Cybertuff
Plastic Specialties and Technologies, Inc.	3477417	Duraflow
Plastic Specialties and Technologies, Inc.	0793861	Ethofil
Plastic Specialties and Technologies, Inc.	1838680	Fingertite
Plastic Specialties and Technologies, Inc.	0773898	Gering
Plastic Specialties and Technologies, Inc.	0793858	Hilube
Plastic Specialties and Technologies, Inc.	1645242	Hose Links
Plastic Specialties and Technologies, Inc.	3477415	Housemates
Plastic Specialties and Technologies, Inc.	2966501	Kink Free
Plastic Specialties and Technologies, Inc.	3400317	Miscellaneous Design (Blue Stripe)
Plastic Specialties and Technologies, Inc.	1296200	Plasmed
Plastic Specialties and Technologies, Inc.	70260	Plasmed (State Registration - California)
Plastic Specialties and Technologies, Inc.	1175146	Sunshield (Design)
Plastic Specialties and Technologies, Inc.	3150561	Tuff & Flexible
Plastic Specialties and Technologies, Inc.	1825140	Ultralite
Plastic Specialties and Technologies, Inc.	1486598	Unichem
Plastic Specialties and Technologies, Inc.	0793860	Urafil
Plastic Specialties and Technologies, Inc.	2581037	Water Colors
Plastic Specialties and Technologies Investments, Inc.	2220816	Colorite
Plastic Specialties and Technologies Investments, Inc.	2213716	Colorite Polymers
Plastic Specialties and Technologies Investments, Inc.	3243779	Flexchem
Plastic Specialties and Technologies Investments, Inc.	2110026	Flexrite
Plastic Specialties and Technologies Investments, Inc.	857487	XL formula 100
PureTec Corporation	2052098	Colorite Polymers
PureTec Corporation	1821346	Cybercell
PureTec Corporation	1822764	Cyberex
PureTec Corporation	1822763	Cyberlast
PureTec Corporation	1822762	Cybermold
PureTec Corporation	1821345	Cybershield
PureTec Corporation	1821348	Cybertech
PureTec Corporation	1821347	Cybertech (Stylized)
PureTec Corporation	2126655	Elastichem
PureTec Corporation	1721946	Multichem

OWNER	REGISTRATION NUMBER	TRADEMARK
PureTec Corporation	1731102	Self-Frosting
Tekni-Plex, Inc.	4080675	Element
Tekni-Plex, Inc.	926056	Foam Seal
Tekni-Plex, Inc.	1245310	Kool-Pak
Tekni-Plex, Inc.	3554821	Match Your Hose to Your House
Tekni-Plex, Inc.	913545	Solvseal
Tekni-Plex, Inc.	2505226	Tekni-Films
Tekni-Plex, Inc.	2355527	Tekniflex
Tekni-Plex, Inc.	2425170	Tekniflex
Tekni-Plex, Inc.	909590	Vinylseal
Tekni-Plex, Inc.	3652258	Waterh2ose
TP/ELM Acquisition Subsidiary, Inc.	1285283	Tuff Stuff
TP/ELM Acquisition Subsidiary, Inc.	2368983	Tuff Stuff and design
TP/ELM Acquisition Subsidiary, Inc.	2215093	Tuff Stuff and design
TP/ELM Acquisition Subsidiary, Inc.	1284374	Tuff Stuff Foamplates
TPI Acquisition Subsidiary, Inc.	1781431	American Pride
TPI Acquisition Subsidiary, Inc.	1393243	Country Club
TPI Acquisition Subsidiary, Inc.	1922078	Duradisc
TPI Acquisition Subsidiary, Inc.	1546425	Earth Quencher
TPI Acquisition Subsidiary, Inc.	1208332	Fairlawn
TPI Acquisition Subsidiary, Inc.	1715743	Flexlite
TPI Acquisition Subsidiary, Inc.	1008815	Formula Z7 and design
TPI Acquisition Subsidiary, Inc.	1346137	Gripper
TPI Acquisition Subsidiary, Inc.	1950653	Keep Growing with Swan
TPI Acquisition Subsidiary, Inc.	1511770	Maxflex
TPI Acquisition Subsidiary, Inc.	1314600	Medallion
TPI Acquisition Subsidiary, Inc.	1917956	Perfect Gardener
TPI Acquisition Subsidiary, Inc.	1733042	Permaflow
TPI Acquisition Subsidiary, Inc.	1016342	Pressure Guard
TPI Acquisition Subsidiary, Inc.	1016341	Pressure Master
TPI Acquisition Subsidiary, Inc.	1504846	Proflex
TPI Acquisition Subsidiary, Inc.	1296205	RV3
TPI Acquisition Subsidiary, Inc.	2229710	Seal-Tite
TPI Acquisition Subsidiary, Inc.	1132212	Soft & Supple
TPI Acquisition Subsidiary, Inc.	740032	Swan
TPI Acquisition Subsidiary, Inc.	951370	Swan and design
TPI Acquisition Subsidiary, Inc.	1337909	Weather Guard
TPI Acquisition Subsidiary, Inc.	1337908	Weather Master
TPI Acquisition Subsidiary, Inc.	1528240	Weatherflex
TPI Acquisition Subsidiary, Inc.	1015801	Weather-Flex
TPI Acquisition Subsidiary, Inc.	2305696	Yard Gard
TPI Acquisition Subsidiary, Inc.	1380431	Yard Mate
Tri-Seal Holdings, Inc.	1675065	F-217
Tri-Seal Holdings, Inc.	1252942	SOR
Tri-Seal Holdings, Inc.	3198252	Tri-Foil
Tri-Seal Holdings, Inc.	1278994	Tri-Gard
Tri-Seal Holdings, Inc.	2271443	Tri-Gard SPE
Tri-Seal Holdings, Inc.	2216083	Tri-Gard SPET
Tri-Seal Holdings, Inc.	1463496	Tri-Seal
Tri-Seal Holdings, Inc.	2342590	Tri-Shield
Tri-Seal Holdings, Inc.	1486151	Tri-Lam

OWNER	REGISTRATION NUMBER	TRADEMARK
Plastic Specialties and Technologies, Inc.	3006619	AQUACOLORS
Tekni-Plex, Inc.	913544	VAPOSEAL S
TPI Acquisition Subsidiary, Inc.	896035	FLAT LINE and design
TPI Acquisition Subsidiary, Inc.	1612942	FLEXMATE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Tekni-Plex, Inc.	85309696	Ecoseal

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 24, 2012, by Tekni-Plex, Inc., TP/ELM Acquisition Subsidiary, Inc., Natvar Holdings, Inc., Tri-Seal Holdings, Inc., TPI Acquisition Subsidiary, Inc., PureTec Corporation, Plastic Specialties and Technologies, Inc. and Plastic Specialties and Technologies Investments, Inc. (individually, a "Grantor", and, collectively, the "Grantors"), in favor of U.S. Bank National Association, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, for its own benefit and the benefit of the other Secured Parties, a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

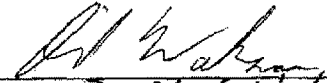
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

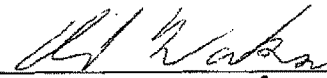
TEKNI-PLEX, INC.

By: 
Name: *David J. Watsman*
Title: *SVP Chief Legal Officer*


TP/ELM ACQUISITION SUBSIDIARY, INC.

By: 
Name: *David J. Watsman*
Title: *SVP Chief Legal Officer*

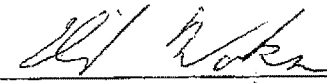
NATVAR HOLDINGS, INC.

By: 
Name: *David J. Watsman*
Title: *SVP Chief Legal Officer*

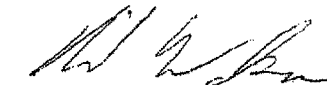
TRI-SEAL HOLDINGS, INC.

By: 
Name: *David J. Watsman*
Title: *SVP Chief Legal Officer*

TPI ACQUISITION SUBSIDIARY, INC.

By: 
Name: *David J. Watsman*
Title: *SVP Chief Legal Officer*

PURETEC CORPORATION

By: 
Name: *David J. Watsman*
Title: *SVP Chief Legal Officer*

[Signature Page to Trademark Security Agreement]

PLASTIC SPECIALTIES AND TECHNOLOGIES, INC.

By: *David J. Waksman*
Name: David J. Waksman
Title: SUP Chief Legal Officer

PLASTIC SPECIALTIES AND TECHNOLOGIES
INVESTMENTS, INC.

By: *David J. Waksman*
Name: David J. Waksman
Title: SUP Chief Legal Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004793 FRAME: 0079

Accepted and Agreed:

U.S. Bank National Association,
as Collateral Agent

By: Wally Jones
Name: Wally Jones
Title: Vice President

[Trademark Security Agreement Signature Page]