

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION, AS AGENT		08/07/2013	NATIONAL BANKING ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA	
Name:	Epsilon Plastics, Inc.
Street Address:	Building #8 - Page & Schuyler Avenues
Internal Address:	P.O. Box 808
City:	Lyndhurst
State/Country:	NEW JERSEY
Postal Code:	07071
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	3206842	SOUTHERN FILM
Registration Number:	3118026	SFE

CORRESPONDENCE DATA	
Fax Number:	9735302225
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	973-530-2025
Email:	pnussbaum@wolffsamson.com
Correspondent Name:	Peter Nussbaum
Address Line 1:	Wolff & Samson PC
Address Line 2:	One Boland Drive
Address Line 4:	West Orange, NEW JERSEY 07052

NAME OF SUBMITTER:	Peter E. Nussbaum
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OP \$65.00 3206842

Signature:	/Peter E. Nussbaum/
Date:	08/12/2013
Total Attachments: 4 source=Intellectual Property Security Interest Assignment Agreement#page1.tif source=Intellectual Property Security Interest Assignment Agreement#page2.tif source=Intellectual Property Security Interest Assignment Agreement#page3.tif source=Intellectual Property Security Interest Assignment Agreement#page4.tif	

INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of August 7, 2013, by PNC Bank, National Association, as Agent, a national banking association with an address of One Piedmont Town Center 4720 Piedmont Row Drive, Suite 300, Charlotte, North Carolina 28210 ("Assignor"), in favor of Epsilon Plastics, Inc., a New Jersey corporation with an address of Building # 8 – Page & Schuyler Avenues, P.O. Box 808, Lyndhurst, New Jersey 07071 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain Revolving Credit, Term Loan & Security Agreement (as amended, modified, or supplemented from time to time) dated as of November 9, 2010 and associated Trademark Security Agreement and security interest filing (recorded at the United States Patent and Trademark Office on November 15, 2010 at Reel 4414 Frame 0236), together with any rider, addendum, exhibit, schedule and attachment thereto (the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining to or arising from the Security Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

2. Representations and Warranties of Assignor. This Agreement is an absolute assignment. This Assignment is made without recourse, representation, or warranty, express or implied, except that the Assignor represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms. The foregoing is not intended and shall not be construed to limit the representations and warranties of Assignor contained in the Loan Assignment of even date herewith between Assignor and Assignee.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of North Carolina.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

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IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: D. Alison Rivera
Name: D. Alison Rivera
Title: VP

EXHIBIT A

INTELLECTUAL PROPERTY

**Southern Film Extruders, Inc.
(North Carolina Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
SOUTHERN FILM	3206842	2/6/07
SFE and Design	3118026	7/18/06