

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
Extreme Plastics Plus, Inc.		12/06/2013	CORPORATION: DELAWARE
EPP Intermediate Holdings, Inc.		12/06/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4360379	EPIC 360	
Registration Number:	4360378	E P	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0034293-000148		
NAME OF SUBMITTER:	Michael L. Dever		

CH \$65.00 4360379

Signature:	/Michael L. Dever/
Date:	12/12/2013
Total Attachments: 10 source=citizens bank-extreme plastics security agreement#page1.tif source=citizens bank-extreme plastics security agreement#page2.tif source=citizens bank-extreme plastics security agreement#page3.tif source=citizens bank-extreme plastics security agreement#page4.tif source=citizens bank-extreme plastics security agreement#page5.tif source=citizens bank-extreme plastics security agreement#page6.tif source=citizens bank-extreme plastics security agreement#page7.tif source=citizens bank-extreme plastics security agreement#page8.tif source=citizens bank-extreme plastics security agreement#page9.tif source=citizens bank-extreme plastics security agreement#page10.tif	

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "**Agreement**"), dated as of December 6, 2013, is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOMES A PLEDGOR HEREUNDER FROM TIME TO TIME (each, a "**Pledgor**" and collectively, the "**Pledgors**"), and CITIZENS BANK OF PENNSYLVANIA, as Administrative Agent for the Banks under the Credit Agreement referred to below (in such capacity, the "**Agent**").

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement (as amended, restated, modified or supplemented from time to time, the "**Credit Agreement**") of even date herewith by and among Extreme Plastics Plus, Inc. (the "**Borrower**"), each of the Guarantors (as defined in the Credit Agreement) party thereto, each of the Banks (as defined in the Credit Agreement) party thereto, and the Agent, the Agent and the Banks have agreed to provide certain Loans and grant other financial accommodations to the Borrower, and the Pledgors have agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement, and (ii) the rules of construction set forth in the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "**Code**").

(b) "**Patents, Trademarks and Copyrights**" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on **Schedule A** hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "**Debt**" shall mean all Obligations from time to time of the Borrower and the other Loan Parties to the Agent, the Banks, the Swingline Bank, the Issuing Bank, or any Affiliate of the Agent, any Bank, the Swingline Bank or the Issuing Bank, under or in connection with any Loan Document, whether for principal, interest, fees, indemnities, expenses or otherwise, and all refinancings or refundings thereof, whether such obligations are direct or indirect, otherwise

secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising (specifically including but not limited to obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization or similar proceeding with respect to the Borrower or any other Loan Party, or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation is not enforceable or allowable in such proceeding). Without limitation of the foregoing, such obligations include all Obligations arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless of whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied. Without limitation of the foregoing, the Agent, any Bank, the Issuing Bank, the Swingline Bank and/or any of their respective Affiliates (or any successive assignee or transferee) from time to time may assign or otherwise transfer all or any portion of its or their rights or obligations under the Loan Documents (including, without limitation, all or any portion of any commitment to extend credit), or any other Debt, to any other Person, in each case pursuant to the terms of the applicable Loan Document or Loan Documents, as the case may be, and such Debt (including, without limitation, any Debt resulting from extension of credit by such other Person under or in connection with the Loan Documents) shall be and remain Debt entitled to the benefit of this Agreement; provided, however, that, anything to the contrary contained in the foregoing notwithstanding, amounts received from any Pledgor which is not a qualified "eligible contract participant" shall not be applied to any Debt of such Pledgor which is an Excluded Swap Obligation as so provided in Section 2.16 of the Credit Agreement.

(d) "**Payment In Full**" shall mean the indefeasible payment in full in cash of the Bank Debt, termination of the Banks' and Agent's respective commitments to make Loans or Demand Loans and other credit accommodations under the Credit Agreement and expiration or termination of any letters of credit issued thereunder.

2. To secure the performance and Payment In Full of all Debt, each Pledgor hereby grants and conveys a security interest to the Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights. Notwithstanding the foregoing, the security interest granted in this Agreement shall not apply to any of the following property, subject, however to **Section 6** hereof: Any "intent-to-use" trademark applications unless and until acceptable evidence of use of the trademark has been filed with and accepted by the U.S. Patent and Trademark Office pursuant to Section 1(c) of the Lanham Act (U.S.C. 1051, et. seq.), and to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal Law; and after such period and after such evidence of use has been filed and accepted, each Pledgor acknowledges that such interest in such trademark applications will become part of the "Patents, Trademarks and Copyrights" as defined herein.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third Persons, other than Liens in favor of the Agent, for its benefit and the benefit of the Banks, and Permitted Liens;

(d) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party so as to cause any Pledgor or such other Person to have any material liability to any such third party in respect of such use;

(e) such Pledgor has used, and except as otherwise permitted under the Credit Agreement, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(f) such Pledgor has used, and except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with **Section 11** hereof or in accordance with the Credit Agreement, will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights necessary or material to such Pledgor's business or the ownership and operation of such Pledgor's properties.

4. In accordance with the Credit Agreement and Security Agreement, the Agent may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor, any other Loan Party or other Person and such an election by the Agent shall not be a defense to any action the Agent and the Banks, or any of them, may elect to take against any Pledgor. Each of the Banks and the Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until Payment In Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology (i) to other Loan Parties, (ii) in the ordinary course of business, and (iii) as otherwise permitted under the Credit Agreement and Security Agreement.

6. If, before Payment In Full, any Pledgor shall own any new domestic trademarks or any new domestic copyrightable or patentable inventions, or any domestic patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any domestic improvement on any Patent, Trademark or Copyright, in each case necessary to the business of such Pledgor or to own and operate such Pledgor's properties, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Agent prompt notice in writing of any such future domestic patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright applications and

copyright registrations, in each case that are necessary to the business of such Pledgor or to own and operate such Pledgor's properties. The Pledgors and the Agent agree to modify this Agreement by amending **Schedule A** to include any future domestic patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright registrations, in each case that are necessary to the business of such Pledgor or to own and operate such Pledgor's properties,.

7. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and shall apply such proceeds as provided in the Credit Agreement. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third Person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as the Pledgors shall have made Payment In Full, this Agreement shall automatically terminate and the Agent will thereafter, upon any Pledgor's request and at such Pledgor's expense, promptly execute and deliver to the applicable Pledgor all deeds, assignments and other instruments as may be necessary or proper to remove the Agent's security interest in the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including attorney's fees and expenses incurred by the Agent in connection with the preparation of this Agreement (including the allocated costs of staff counsel) and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors in accordance with the Credit Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement, in each case that are necessary to the business of such Pledgor or to own and operate such Pledgor's properties, if commercially reasonable or thereafter until Payment In Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents included in the Patents, Trademarks and Copyrights, , in each case that are necessary to the business of such Pledgor or to own and operate such Pledgor's properties, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except as permitted under the Credit Agreement and Security Agreement, no Pledgor may abandon any Patent, Trademark or Copyright, in each case that is necessary to the business of such Pledgor or to own and operate such Pledgor's properties, without the consent of the Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Agent, if necessary, as a party to such suit so long as the Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by such Pledgor in accordance with the terms of the Credit Agreement.

13. No course of dealing between the Pledgors and the Agent, nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such

invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in **Section 6**.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with the Credit Agreement, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be deemed to be a contract under the laws of the State of New York and shall for all purposes be governed by and construed and enforced in accordance with the laws of the State of New York.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any federal or state courts in Allegheny County, Commonwealth of Pennsylvania in any action or proceeding arising out of or relating to this Agreement, and the Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Allegheny County, Pennsylvania state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Agent or any Bank of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EACH PLEDGOR AND THE AGENT, ON ITS BEHALF AND ON BEHALF OF THE BANKS, HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "**notices**") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in the notices provision of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the pledged Collateral, (iv) to enforce the

provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

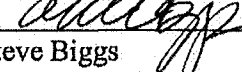
24. At any time after the initial execution of this Agreement, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Agent a duly executed guarantor joinder, in form and substance satisfactory to the Agent, if so contemplated pursuant to the Credit Agreement. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor, and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

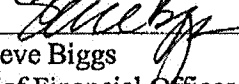
**[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT]**

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth with the intention that this Agreement constitutes a sealed instrument.

EXTREME PLASTICS PLUS, INC.

By: 
Name: Steve Biggs
Title: Chief Financial Officer

EPP INTERMEDIATE HOLDINGS, INC.

By: 
Name: Steve Biggs
Title: Chief Financial Officer

**[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT]**

**CITIZENS BANK OF PENNSYLVANIA, as
Administrative Agent**

By: 

Name: James A. Nealon

Title: Senior Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

1. Patents: None.

2. Trademarks:

Grantor	Mark or Application	Registration Number or Serial Number	Date of Registration or Application
Extreme Plastics Plus, Inc.	EPIC 360	4,360,379	July 2, 2013
Extreme Plastics Plus, Inc.	E P	4,360,378	July 2, 2013

3. Trade Names: None.

3. Trade Names: None.

4. Copyrights: None.