

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Viskase Companies, Inc.		01/30/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, as collateral agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	the Connecticut licensed branch of a Swiss banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4295923	CASING SOLUTIONS WORLDWIDE
Registration Number:	1775218	E-Z LOAD
Registration Number:	1671120	E-Z PEEL
Registration Number:	1308994	E-Z SMOKE
Registration Number:	1243660	E-Z SMOKE
Registration Number:	3070655	MEMBRA-CEL
Registration Number:	4342410	MP
Registration Number:	0417447	NOJAX
Registration Number:	3832575	POLYJAX
Registration Number:	1827478	REELKASE
Registration Number:	1827479	REELSMOKE
Registration Number:	3309283	SEALFLEX
Registration Number:	1653667	SENTINEL
Registration Number:	1946715	SEPRA-CEL

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Registration Number:	1086943	SHIRMATIC
Registration Number:	3130477	SMOKE MASTER
Registration Number:	3934393	VISCOAT
Registration Number:	2610085	VISFLEX
Registration Number:	1444068	VISKASE
Registration Number:	1444069	VISKASE
Registration Number:	2209002	VISLON
Registration Number:	2660616	VISMAX
Registration Number:	3767378	ZEPHYR

CORRESPONDENCE DATA

Fax Number: 7147558290
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	029217-0254
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	02/26/2014

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of January 30, 2014 (this "*IP Security Agreement*"), by VISKASE COMPANIES, INC., a Delaware corporation (the "*Grantor*"), in favor of UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity and together with its successors and assigns in such capacity, the "*Collateral Agent*"). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the meanings set forth in the Collateral Agreement (as defined below).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Collateral Agreement*"), by and among the Grantor, the Collateral Agent and certain other parties thereto from time to time, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), a security interest in the Pledged Collateral, including, without limitation, the copyrights listed on Schedule I hereto, the trademarks and trademark applications listed on Schedule II hereto and the patents and patent applications listed on Schedule III hereto (the "*Intellectual Property*"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor agreed to execute and deliver this IP Security Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Copyright Office ("*USCO*") and the United States Patent and Trademark Office ("*USPTO*").

NOW, THEREFORE, for the consideration set forth herein and in the Collateral Agreement, the parties hereby agree as follows:

1. ***Grant of Security Interest.*** The Grantor, as security for the full, prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations (as defined in the Credit Agreement), hereby assigns, pledges and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to or under the following assets and properties (including, without limitation, the Intellectual Property), in each case, wherever located and whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

- a. (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, (ii) registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the USCO (or any successor office or any similar office in any other country), including, without limitation, those listed on Schedule I hereto, (c) all extensions, renewals and restorations thereof, (d) all Proceeds of the foregoing, including, but not limited to, all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present and future infringements, misappropriations or other violations with respect thereto and (e) rights to

sue or otherwise recover for past, present and future infringements, misappropriations or violations thereof;

b. (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof (excluding any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), and all extensions or renewals thereof, including, without limitation, those listed on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby, including all other assets, rights and interests that uniquely reflect or embody such goodwill, (iii) all extensions and renewals thereof, (iv) all Proceeds of the foregoing, including, but not limited to, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present and future infringements, misappropriations or other violations with respect thereto and (v) rights to sue or otherwise recover for past, present and future infringements, misappropriations or violations thereof.; and

c. (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the USPTO (or any successor or any similar offices in any other country), including, without limitation, those listed on Schedule III hereto, (ii) all reissues, substitutes, reexaminations, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, (iii) all Proceeds of the foregoing, including, but not limited to, all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present and future infringements, misappropriations or other violations with respect thereto and (d) rights to sue or otherwise recover for past, present and future infringements, misappropriations or violations thereof.

2. **Recordation.** The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Trademarks, the Commissioner for Patents and any other applicable government officer record this IP Security Agreement.

3. ***IP Security Agreement.*** The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Collateral 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 IP Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

4. ***Execution in Counterparts.*** This IP Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this IP Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement.

5. ***Applicable Law.*** **THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS)**

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first set forth above.

VISKASE COMPANIES, INC.

By: 

Name: John Plescia

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005224 FRAME: 0912

ACCEPTED AND ACKNOWLEDGED BY:

UBS AG, STAMFORD BRANCH

By: Lana Gifas
Name: Lana Gifas
Title: Director

By: Jennifer Anderson
Name: Jennifer Anderson
Title: Associate Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005224 FRAME: 0913

Schedule I
Copyrights

COPYRIGHT REGISTRATIONS

Title	Registration No.	Registration Date	Owner
Creating the future	TX-1-892-990	8/18/1986	Viskase Companies, Inc.

Schedule II
Trademarks

TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Owner
CASING SOLUTIONS WORLDWIDE	4295923	2/26/2013	Viskase Companies, Inc.
E-Z LOAD	1775218	6/8/1993	Viskase Companies, Inc.
E-Z PEEL	1671120	1/7/1992	Viskase Companies, Inc.
E-Z SMOKE	1308994	12/11/1984	Viskase Companies, Inc.
E-Z SMOKE	1243660	6/28/1983	Viskase Companies, Inc.
MEMBRA-CEL	3070655	3/21/2006	Viskase Companies, Inc.
MP	4342410	5/28/2013	Viskase Companies, Inc.
NOJAX NoJax	0417447	10/30/1945	Viskase Companies, Inc.
POLYJAX	3832575	8/10/2010	Viskase Companies, Inc.
REELKASE	1827478	3/22/1994	Viskase Companies, Inc.
REELSMOKE	1827479	3/22/1994	Viskase Companies, Inc.
SEALFLEX	3309283	10/9/2007	Viskase Companies, Inc.
SENTINEL	1653667	8/13/1991	Viskase Companies, Inc.
SEPRA-CEL	1946715	1/9/1996	Viskase Companies, Inc.
SHIRMATIC	1086943	3/7/1978	Viskase Companies, Inc.
SMOKE MASTER	3130477	8/15/2006	Viskase Companies, Inc.
VISCOAT	3934393	3/22/2011	Viskase Companies, Inc.
VISFLEX	2610085	8/20/2002	Viskase Companies, Inc.
VISKASE VIKASE	1444068	6/23/1987	Viskase Companies, Inc.
VISKASE	1444069	6/23/1987	Viskase Companies, Inc.
VISLON	2209002	12/8/1998	Viskase Companies, Inc.
VISMAX	2660616	12/10/2002	Viskase Companies, Inc.
ZEPHYR	3767378	3/30/2010	Viskase Companies, Inc.

TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Owner
POLYSMOKE	85487422	12/5/2011 Intent to Use	Viskase Companies, Inc.

Schedule III
Patents

ISSUED PATENTS

Title	Patent No.	Issue Date	Owner
Method and apparatus for packaging of shirred food casings and resulting article	5391108	2/21/1995	Viskase Companies, Inc.
Reinforced cellulosic film	5603884	2/18/1997	Viskase Companies, Inc.
Cellulose article manufacturing method	5658524	8/19/1997	Viskase Companies, Inc.
Cellulose food casing manufacturing method	5658525	8/19/1997	Viskase Companies, Inc.
Shrinkable nylon food casing having a functionalized ethylenic polymer core layer	5698279	12/16/1997	Viskase Companies, Inc.
Cellulosic composition and article	5744251	4/28/1998	Viskase Companies, Inc.
Fibrous composite cellulosic film and method	5747125	5/5/1998	Viskase Companies, Inc.
Mandrel structure for use in manufacture of cellulose food casing	5759478	6/2/1998	Viskase Companies, Inc.
Cellulose food casing manufacturing method	5766540	6/16/1998	Viskase Companies, Inc.
Perforated food casings and method	5919534	7/6/1999	Viskase Companies, Inc.
Reduced curl battery separator and method	5942354	8/24/1999	Viskase Companies, Inc.
Self-coloring food casing	5955126	9/21/1999	Viskase Companies, Inc.
Edible film and method	5962053	10/5/1999	Viskase Companies, Inc.
Process for making sausages using casing having adjacent optically different portions	6045848	4/4/2000	Viskase Companies, Inc.
Cellulase resistant cellulose casing and process	6083581	7/4/2000	Viskase Companies, Inc.
Method and apparatus for forming a cellulose article including solvent recovery means	6096258	8/1/2000	Viskase Companies, Inc.
Method for removing cellulosic casings from sausages	6132779	10/17/2000	Viskase Companies, Inc.
Bixin colorant compositions	6143344	11/7/2000	Viskase Companies, Inc.

Colored cellulosic casing with clear corridor	6183826	2/6/2001	Viskase Companies, Inc.
Method for the contact printing of cellulose food casings	6200510	3/13/2001	Viskase Companies, Inc.
Method for extruding tubular film	6319457	11/20/2001	Viskase Companies, Inc.
Mandrel structure for use in manufacture of cellulose food casing	6444161	9/3/2002	Viskase Companies, Inc.
Cellulose composition and method for producing casing	6547999	4/15/2003	Viskase Companies, Inc.
Process for improving smoky color of an encased food product	7001635	2/21/2006	Viskase Companies, Inc.
Nylon food casing having a barrier core layer	7244481	7/17/2007	Viskase Companies, Inc.
Casing chuck	8241096	8/14/2012	Viskase Companies, Inc.

PATENT APPLICATIONS

Title	Application No.	Filing Date	Owner
Smokable Thermoplastic Casing	13986236	4/15/2013	Viskase Companies, Inc.
Smokable Thermoplastic Casing	61/959259	8/19/2013	Viskase Companies, Inc.
Smokable Thermoplastic Casing	PCT/US2012/069271	12/12/2012	Viskase Companies, Inc.
Multi-tube extrusion apparatus and method	12893451	9/29/2010	Viskase Companies, Inc.