

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ICO North America, Inc.		04/07/2008	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	The Bank of New York
<b>Street Address:</b>	101 Barclay Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10286
<b>Entity Type:</b>	Unknown:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Serial Number:	77328671	ICO MIM
Serial Number:	77328681	ICO MIM
Serial Number:	77328683	ICO MIM
Serial Number:	77328691	ICO MIM
Serial Number:	77328713	MIM
Serial Number:	77328719	MIM
Serial Number:	77328733	MIM
Serial Number:	77328741	MIM
Serial Number:	77340039	I
Serial Number:	77340043	I
Serial Number:	77340046	I
Serial Number:	77340055	I

**CORRESPONDENCE DATA**

CH \$315.00 77328671

Fax Number: (617)526-9899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617.526.9600  
Email: omannion@proskauer.com  
Correspondent Name: Proskauer Rose LLP  
Address Line 1: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	40692/031
NAME OF SUBMITTER:	Deborah M. Vernon
Signature:	/Deborah M. Vernon/
Date:	04/07/2008

**Total Attachments: 7**  
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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

This GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as intended, modified, restated and/or supplemented from time to time, the "Grant") dated April 7<sup>th</sup>, 2008, is made by ICO North America, Inc., a Delaware corporation with principal offices at 11700 Plaza America Drive, Suite 1010, Reston, Virginia 20190 (the "Grantor"), in favor of The Bank of New York, as Collateral Agent, with principal offices at 101 Barclay Street, New York, New York 10286 (the "Grantee"), for the benefit of the Secured Creditors. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Security Agreement among the Grantor, the other Assignors from time to time party thereto and the Grantee, dated as of August 15, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement").

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

1. The Grantor hereby grants to Grantee, for the benefit of the Secured Creditors, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following: (i) the United States trademarks and service marks, and registrations and applications therefor, set forth on Schedule A attached hereto (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications 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 applications under applicable law), together with all common-law rights thereto and the goodwill of the businesses symbolized thereby or associated therewith (the "Marks"), (ii) all rights in the Marks provided by international treaties or conventions, and all other rights associated therewith, (iii) all rights to

sue, including the right to sue in Grantor's name, recover and retain damages, costs and fees for past, present and future infringement, dilution or other violation of or conflict with (including unfair competition regarding) any of the foregoing, and (iv) all proceeds and products of the foregoing.

2. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Grant.

3. This Grant is made to secure the satisfactory performance and payment of the Obligations of the Grantor.

4. This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

5. This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement which grants a security interest in the business of Grantor to which the Marks pertain and which business is ongoing and existing. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. The security interest granted hereunder is and shall be deemed to be one and the same as the security interest granted pursuant to the Security Agreement.

6. This Grant shall be construed in accordance with and be governed by the laws of the State of New York.

**IN WITNESS WHEREOF**, the undersigned have executed this Grant as of the 7<sup>th</sup> day  
of April, 2008.

**ICO NORTH AMERICA, INC.**, as Grantor

By: \_\_\_\_\_

Name: J. Timothy Bryan

Title: Chief Executive Officer

**THE BANK OF NEW YORK**,  
as Collateral Agent and Grantee

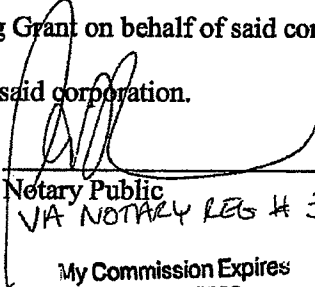
By: \_\_\_\_\_

Name: Rafael E. Miranda

Title: Vice President

STATE OF Virginia )  
COUNTY OF Roanoke ) ss:

On this 7<sup>th</sup> day of April, 2008, before me personally came J. Timothy Bryan who, being by me duly sworn, did state as follows: that he is the Chief Executive Officer of ICO North America, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public  
VA NOTARY REG # 354970

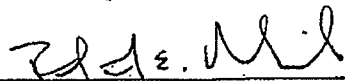
My Commission Expires  
June 30, 2009

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7<sup>th</sup> day  
of April, 2008.

**ICO NORTH AMERICA, INC.**, as Grantor

By: \_\_\_\_\_  
Name: J. Timothy Bryan  
Title: Chief Executive Officer

**THE BANK OF NEW YORK,**  
as Collateral Agent and Grantee

By:  \_\_\_\_\_  
Name: Rafael E. Miranda  
Title: Vice President

STATE OF New York  
COUNTY OF Queens } ss:

On this 7<sup>th</sup> day of April, 2008, before me personally came Rafael E. Miranda who, being by me duly sworn, did state as follows: that he is Vice President of The Bank of New York, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the [Board of Directors] of said corporation.

  
Notary Public



CARLOS R. LUCIANO  
Notary Public, State of New York  
No. 41-4765897  
Qualified in Queens County  
Commission Expires April 30, 2010



SCHEDULE A

MARKS

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
ICO North America, Inc.	77/328,671 (Class 9)	USA	ICO MIM
	77/328,681 (Class 38)		
	77/328,683 (Class 41)		
	77/328,691 (Class 45)		
ICO North America, Inc.	77/328,713 (Class 9)	USA	
	77/328,719 (Class 38)		
	77/328,733 (Class 41)		
	77/328,741 (Class 45)		
ICO North America, Inc.	77/340,039 (Class 9)	USA	
	77/340,043 (Class 38)		
	77/340,046 (Class 41)		
	77/340,055 (Class 45)		