

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PLIANT CORPORATION		02/13/2009	CORPORATION: DELAWARE
UNIPLAST HOLDINGS INC.		02/13/2009	CORPORATION: DELAWARE
PLIANT CORPORATION INTERNATIONAL		02/13/2009	CORPORATION: DELAWARE
PLIANT FILM PRODUCTS OF MEXICO, INC.		02/13/2009	CORPORATION: DELAWARE
PLIANT PACKAGING OF CANADA, LLC		02/13/2009	LIMITED LIABILITY COMPANY: DELAWARE
PLIANT CORPORATION OF CANADA LTD.		02/13/2009	CORPORATION: DELAWARE
UNIPLAST U.S., INC.		02/13/2009	CORPORATION: DELAWARE
UNIPLAST INDUSTRIES CO.		02/13/2009	CORPORATION: DELAWARE
ALLIANT COMPANY LLC		02/13/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	THE BANK OF NEW YORK MELLON
<b>Street Address:</b>	600 East Las Colinas Blvd.
<b>Internal Address:</b>	Suite 1300
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark
Serial Number:	76313927	ALLIANT
Registration Number:	1600830	BFO
Registration Number:	2754091	BIRDTITE

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Registration Number:	2608039	BLAST
Registration Number:	3278836	BLOCKADE
Serial Number:	77037347	BREATHE-FRESH
Registration Number:	0857929	CHOICE-WRAP
Registration Number:	0852101	DUBL-PAK
Registration Number:	2993439	EASYCUTTER
Registration Number:	1100744	ELASTIFILM
Registration Number:	2238366	ELASTIFILM ULTRA
Registration Number:	2727882	FREEZENE
Registration Number:	1959770	FRY-PAK
Registration Number:	1600831	HL
Registration Number:	3354219	LIFETIME OF SOLUTIONS
Registration Number:	1208308	OMNIFILM
Registration Number:	2652495	OPTX
Registration Number:	2664147	P
Registration Number:	2691463	P
Registration Number:	2743080	P PLIANT CORPORATION
Registration Number:	2693866	P PLIANT CORPORATION
Registration Number:	2693875	P PLIANT CORPORATION FILMS. PACKAGING. RESULTS.
Registration Number:	2669886	P PLIANT CORPORATION FILMS. PACKAGING. RESULTS.
Registration Number:	2560107	PLIANT CORPORATION
Serial Number:	76615740	PLIANT CRYSTAL CLING
Registration Number:	1098786	PLYLENE
Registration Number:	3298500	R410
Registration Number:	2753870	REVOLUTION
Registration Number:	1678544	SHO CASE
Registration Number:	3370615	STEAM QUICK
Registration Number:	2077576	UNIVOH
Registration Number:	0867561	VERSI-PLY
Registration Number:	0422922	VITAFILM
Registration Number:	1185722	VITAFRESH
Registration Number:	0839152	VITAWRAP
Registration Number:	1882217	WINWRAP
Registration Number:	2124760	WRAP-IT
Registration Number:	3464021	YIELDMASTER

Serial Number:	76313926	ALLIANT
Serial Number:	76227813	ALLIANT
Serial Number:	76313703	ALLIANT RECLOSABLE TECHNOLOGIES
Serial Number:	76313702	ALLIANT RECLOSABLE TECHNOLOGIES
Serial Number:	76303632	RELIANT SERIES 200
Serial Number:	76313554	RELIANT SLIDER TECHNOLOGIES
Serial Number:	76313555	RELIANT SLIDER TECHNOLOGIES
Serial Number:	72239517	PRIME-WRAP

**CORRESPONDENCE DATA**

Fax Number: (212)806-6006  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-806-5400  
Email: jmann@stroock.com  
Correspondent Name: Jeffrey Mann  
Address Line 1: Stroock & Stroock & Lavan LLP  
Address Line 2: 180 Maiden Lane  
Address Line 4: New York, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	000566/0002
NAME OF SUBMITTER:	Jeffrey Mann, Reg. No. 51,993
Signature:	/Jeffrey Mann/
Date:	03/09/2009

**Total Attachments: 8**  
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**TRADEMARK SECURITY AGREEMENT**, dated as of February 13, 2009, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 7.16 of the Loan Agreement referred to below (each a "*Loan Party*" and, collectively, the "*Loan Parties*"), in favor of The Bank of New York Mellon, as administrative agent (in such capacity, the "*Administrative Agent*"). Capitalized terms used herein and not otherwise defined herein have the meaning given to them in the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to the Secured Super-Priority Debtor-In-Possession Multiple Draw Term Loan Agreement, dated as of February 13, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among Pliant Corporation (the "*Borrower*"), the Subsidiaries of the Borrower party thereto as Subsidiary Guarantors, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Subsidiary Guarantors are party to the Loan Agreement pursuant to which they have guaranteed the Obligations; and

WHEREAS, the Loan Parties are party to the Loan Agreement pursuant to which the Loan Parties have granted to the Administrative Agent a security interest in all of their Trademarks and Trademark Licenses;

Now, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make the Loans, each Loan Party hereby agrees with the Administrative Agent as follows:

***Section 1. Grant of Security Interest in Trademark Collateral***

Each Loan Party, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Loan Party (the "*Trademark Collateral*"):

(a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;

(b) all Proceeds of the foregoing, including, without limitation, any claim by any Loan Party against third parties for past, present, future (i) infringement or dilution of any Trademark or any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

*Section 2. Event of Default*

In addition to all other rights granted to the Administrative Agent under the Loan Agreement and this Agreement, effective only upon an Event of Default each Loan Party hereby sells, assigns, transfers and sets over to the Administrative Agent, for collateral purposes only, such Loan Party's entire right, title and interest in and to all Trademark Collateral and the goodwill of such Loan Party's business connected with and symbolized by the Trademark Collateral as successor to the business to which the Trademark Collateral pertains, together with the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements of the Trademark Collateral in the United States and any other country or countries; the same to be held and enjoyed by the Administrative Agent for its own use and behalf, and its legal representatives, successors and assigns as the same would have been held by such Loan Party had such assignment not been made.

*Section 3. Loan Agreement*

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Loan Agreement and each Loan Party hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

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

LOAN PARTIES:

PLIANT CORPORATION

By: *R. David Levy*  
Name: R. David Levy  
Title: Executive Vice President / Chief Operating Officer

UNIPLAST HOLDINGS INC.

By: *R. David Levy*  
Name: R. David Levy  
Title: Vice President

PLIANT CORPORATION INTERNATIONAL

By: *R. David Levy*  
Name: R. David Levy  
Title: Vice President

PLIANT FILM PRODUCTS OF MEXICO, INC.

By: *R. David Levy*  
Name: R. David Levy  
Title: Vice President

PLIANT PACKAGING OF CANADA, LLC

By: *R. David Levy*  
Name: R. David Levy  
Title: Vice President

Signature Page to the Trademark Security Agreement

PLIANT CORPORATION OF CANADA LTD.

By: *R. David Corey*  
Name: R. David Corey  
Title: Vice President

UNIPLAST U.S., INC.

By: *R. David Corey*  
Name: *R. David Corey*  
Title: *Vice President*

UNIPLAST INDUSTRIES CO.

By: *R. David Corey*  
Name: R. David Corey  
Title: Vice President

ALLIANT COMPANY LLC


By: *Stephen F. Quinn*  
Name: *Stephen F. Quinn*  
Title: *Vice President / General Counsel*

Signature Page to the Trademark Security Agreement

ACCEPTED AND AGREED  
as of the date first above written:

THE BANK OF NEW YORK MELLON,  
*as Administrative Agent*

By:  
Name:  
Title:

  
\_\_\_\_\_  
**Melinda Valentine**  
\_\_\_\_\_  
**Vice President**



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS AND APPLICATIONS

**Active Trademarks: PLIANT CORPORATION**

Mark Name (ALLIANT (AND DESIGN)	Country	Status	SubStatus	Appl. No.	Appl. Date	Reg. No.	Reg. Date	MHM Docket No.
BFO	United States	REGISTERED	ISSUED	76/313927	2/16/1982	1600830	6/12/1990	33801US01
BIRDTITE	United States	REGISTERED	ISSUED	73/778909	2/16/1982	1600830	6/12/1990	33801US01
BLAST	United States	REGISTERED	ISSUED	76/351761	12/20/2001	2754091	8/29/2003	33802US01
BLOCKADE	United States	REGISTERED	ISSUED	76/054374	5/23/2000	2608039	8/13/2002	33803US01
BREATHE-FRESH	United States	REGISTERED	ISSUED	77/026151	10/20/2006	3278836	8/14/2007	33958US01
CHOICE-WRAP	United States	FILED	ALLOWED	77/037347	11/6/2006			33957US01
DUBL-PAK	United States	REGISTERED	ISSUED	72/266325	3/9/1967	857929	10/1/1968	33805US01
EASYCUTTER	United States	REGISTERED	ISSUED	72215251	3/29/1965	852101	7/9/1968	33806US01
ELASTIFILM	United States	REGISTERED	ISSUED	76/592277	5/14/2004	2993439	9/6/2005	33780US01
ELASTIFILM ULTRA	United States	REGISTERED	ISSUED	73/158208	2/8/1978	1100744	8/29/1978	33807US01
FREEZONE	United States	REGISTERED	ISSUED	75/372639	10/14/1997	2238366	4/13/1999	33796US01
FRY-PAK	United States	REGISTERED	ISSUED	76/272245	6/15/2001	2727882	6/17/2003	33809US01
HL	United States	REGISTERED	ISSUED	74/563535	8/19/1994	1959770	3/5/1996	33810US01
LIFETIME OF SOLUTIONS	United States	REGISTERED	ISSUED	73/779067	2/6/1989	1600831	6/12/1990	33812US01
OMNIFILM	United States	REGISTERED	ISSUED	78/886624	5/18/2006	3354219	12/11/2007	33717US01
OPTX	United States	REGISTERED	ISSUED	73/339450	11/30/1981	1208308	9/14/1982	33816US01
P (STYLIZED)	United States	REGISTERED	ISSUED	76/131982	9/20/2000	2652495	11/19/2002	33787US01
P (STYLIZED) P PLIANT CORPORATION	United States	REGISTERED	ISSUED	76/146413	10/12/2000	2664147	12/17/2002	33817US01
P PLIANT CORPORATION (AND DESIGN)	United States	REGISTERED	ISSUED	76/139696	9/29/2000	2691463	2/25/2003	33817US02
	United States	REGISTERED	ISSUED	76/146412	10/12/2000	2743080	7/29/2003	33818US02
	United States	REGISTERED	ISSUED	76/139697	9/29/2000	2693866	3/4/2003	33818US01

Mark Name	Country	Status	SubStatus	Appl. No.	Appl. Date	Reg. No.	Reg. Date	MHM Docket No.
P PLIANT CORPORATION FILMS.	United States	REGISTERED	ISSUED	76/146414	10/12/2000	2693875	3/4/2003	33819US02
PACKAGING. RESULTS (AND DESIGN) P PLIANT CORPORATION FILMS.	United States	REGISTERED	ISSUED	76/139698	9/29/2000	2669886	12/31/2002	33819US01
PACKAGING. RESULTS. (DESIGN) P LIANT CORPORATION	United States	REGISTERED	ISSUED	76/049537	5/16/2000	2560107	4/9/2002	33821US01
CRYSTAL CLING	United States	FILED	ALLOWED	76/615740	10/14/2004			33790US01
PLYLENE	United States	REGISTERED	ISSUED	73/147331	11/4/1977	1098786	8/8/1978	33822US01
R410	United States	REGISTERED	ISSUED	76/628019	1/14/2005	3298500	9/25/2007	33784US01
REVOLUTION	United States	REGISTERED	ISSUED	76/267751	6/6/2001	2753870	8/19/2003	33828US01
SHO CASE	United States	REGISTERED	ISSUED	73/779093	2/6/1989	1678544	3/10/1992	33831US01
STEAM QUICK	United States	REGISTERED	ISSUED	78/831149	3/7/2006	3370615	1/15/2008	33766US01
UNIVOH	United States	REGISTERED	ISSUED	75/149426	8/13/1996	2077576	7/8/1997	33837US01
VERSI-PLY	United States	REGISTERED	ISSUED	72/290644	2/8/1968	867561	4/1/1969	33838US01
VITAFILM	United States	REGISTERED	ISSUED	71/479120	1/29/1945	422922	8/20/1946	33779US01
VITAFRESH VITAWRAP	United States	REGISTERED	ISSUED	73/257088	4/7/1980	1185722	1/12/1982	33839US01
(STYLIZED)	United States	REGISTERED	ISSUED	72/260546	12/12/1966	839152	11/21/1967	33842US01
WINWRAP	United States	REGISTERED	ISSUED	74/487444	2/7/1994	1882217	3/7/1995	33778US01
WRAP-IT	United States	REGISTERED	ISSUED	75/033395	12/12/1995	2124760	12/30/1997	33843US01
YIELDMASTER ALLIANT (AND DESIGN) ALLIANT	U.S. UNITED STATES UNITED STATES	REGISTERED	ISSUED	78/623092	5/4/2005	3464021	7/8/2008	33775US02
ALLIANT	UNITED STATES	REGISTERED	ISSUED	76/313926				
RECLOSABLE TECHNOLOGIES (AND DESIGN) ALLIANT	UNITED STATES	REGISTERED	ISSUED	76/313703				
RECLOSABLE TECHNOLOGIES (AND DESIGN) RELIANT SERIES	UNITED STATES UNITED STATES UNITED STATES	REGISTERED REGISTERED REGISTERED	ISSUED ISSUED ISSUED	76/313702 76/303632				

Mark Name	Country	Status	SubStatus	App. No.	App. Date	Reg. No.	Reg. Date	MHM Docket No.
200 RELIANT SLIDER (AND DESIGN)	UNITED STATES	REGISTERED	ISSUED	76/313554				
RELIANT SLIDER TECHNOLOGIES( AND DESIGN)	UNITED STATES	REGISTERED	ISSUED	76/313555				
PRIME-WRAP	UNITED STATES	REGISTERED	ISSUED	72/239517				