

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 30, 1998, is executed by U.S. Plastic Lumber Corp. ("Grantor"), in favor of Coast Business Credit®, a division of Southern Pacific Bank ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") between certain of Grantor's Affiliates and Lender, Lender has agreed to extend certain credit facilities to Grantor's Affiliates upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Grantor has entered into a secured Continuing Guaranty of its affiliates' obligations to Lender in connection with the contemplated credit facilities and as security therefor has executed, without limitation, a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

Coast Business Credit®, a division of Southern Pacific Bank
12121 Wilshire Blvd.
Suite 1111
Los Angeles, California 90025-1176
Telecopier No.: (310) 826-2884

IN WITNESS WHEREOF, Grantor has caused this Assignment to be executed as
of the day and year first above written.

U.S. PLASTIC LUMBER CORP.

By: 
Name: _____
Title: CHAIRMAN

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

On Sept. 22 1998, before me, Davina Dukes, Notary Public
(Name and Title of Officer)

personally appeared Mark Absentzer

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Davina Dukes
Signature Of Notary

NOTARIAL SEAL
DAVINA DUKES, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 12, 2000

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
TRIMAX	FEDERAL	3/3/92	1,677,639
CLEAN EARTH	FEDERAL	12/15/95	1,740,437
RECYCLEMAID	FEDERAL	11/3/92	1,730,180

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Title</u>	<u>Jurisdiction</u>	<u>Date</u>	<u>Reg. No.</u>
MISCELLANEOUS DESIGN	FEDERAL	9/97	75/364,048
CAREFREE DECK	FEDERAL	9/97	75/364,049
DURATIE	FEDERAL	12/97	75/420,480

1-B-1

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RECORDED: 10/19/1998

TRADEMARK
REEL: 1801 FRAME: 0988