

08-06-1999

Patents 8-6-99 To the I  
 Trademarks Please r



101112457

emarks:  
thereof.

1. Name of Party(ies) conveying an interest:

GR Plastics, Inc.  
102 W. Lincoln Avenue  
Goshen, Indiana 46526

2. Name and Address of Party(ies) receiving an interest:

Name: Fleet Capital Corporation  
Internal Address: Attention: Loan Administration Manager  
Street Address: 15260 Ventura Boulevard, Suite 400  
City: Sherman Oaks  
State: California Zip: 91403

Entity:

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: Indiana  
 Other \_\_\_\_\_

Entity:

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State: Rhode Island  
 Other \_\_\_\_\_  
Citizenship \_\_\_\_\_

If not domiciled in the United States, a domestic representative designation is attached:

Yes  
 No

3. Interest Conveyed:

Assignment  Association  
 Security Agreement  Limited Partnership  
 Other \_\_\_\_\_

Execution Date: As of July 27, 1999

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached:

1,660,843

Yes  
 No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation  
Internal Address: Suite 101  
Street Address: 400 Seventh Street, N.W.  
City: Washington  
State: District of Columbia Zip: 20004

6. Number of applications, patents, or registrations involved:

1

7. Amount of fee enclosed or authorized to be charged:

\$40.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

9. Date of execution of attached document As of July 27, 1999

10. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original documents.

08/09/1999 MTHAI1 00000004 1660843

01 FC:481

August 3, 1999

Date

Signature

Wesley E. Odom

Name of Person Signing

6

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 27, 1999, is executed by GR Plastics, Inc., an Indiana corporation ("Borrower"), in favor of Fleet Capital Corporation ("Agent"), for itself and as agent for certain lenders ("Lenders").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") among Borrower, Lenders and Agent, Agent and Lenders have agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower 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. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Agent; and

D. Pursuant to the Security Agreement, Borrower has granted to Agent a security interest in all right, title and interest of Borrower 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, Borrower does hereby further grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


Borrower does hereby further acknowledge and affirm that the rights and remedies of Agent 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.

Agent's address is:

Fleet Capital Corporation  
15260 Ventura Boulevard  
Suite 400  
Sherman Oaks, California 91403  
Attn: Loan Administration Manager  
Telecopier No.: (818) 382-4291

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

GR PLASTICS, INC.

By:   
Name: W.P. JOHNSON  
Title: PRESIDENT

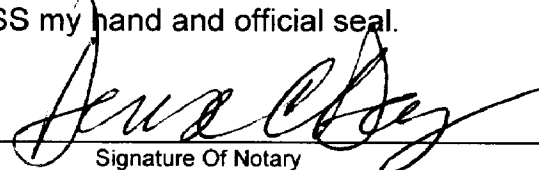
**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) ss.  
COUNTY OF ELKHART )

On JULY 20, 1999, before me, DENISE C. DAVIS  
(Name and Title of Officer)

personally appeared W.P. JOHNSON, PRESIDENT

- 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.  
  
Signature Of Notary

My Comm Exp's  
4-18-08

**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**

- Individual
- Corporate Officer  
PRESIDENT  
Title(s)
- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
Title Or Type Of Document

\_\_\_\_\_  
Number Of Pages

\_\_\_\_\_  
Date Of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NU-WOOD	United States Federal	10/15/91	1,660,843

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Application No.</u>
None.			

I-B-1

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6884-138 RFG