

10-05-1999

Form PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101161847

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Reid Plastics Group LLC

- ☐ Individuals ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State:  
☒ Other - a Delaware limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Interest ☐ Change of Name  
☐ Other

Execution Date: July 1, 1999

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached? ☒ Yes ☐ No

## 2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address:

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation- New York  
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Trademark Registration No.(s)

943,092

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White &amp; Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

## 6. Total number of applications and registration involved

16

## 7. Total fee (37 CFR 3.41): \$ 415.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

(23-1705)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

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 document.

Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**SCHEDULE OF MARKS**

<b><u>REGISTERED #</u></b>	<b><u>REGISTERED DATE</u></b>	<b><u>TITLE</u></b>	<b><u>EXPIRES</u></b>
943,092	09-19-72	Valve and Design	09-19-92
1,121,793	07-10-79	Fast Flow	07-10-99
1,110,051	12-26-78	Ff	12-26-98
1,148,958	03-24-81	Aqualite	03-24-2001
1,228,506	02-22-83	Cradle-krate	02-22-2003
1,160,058	07-07-81	6-pak	07-07-2001
1,160,057	07-07-81	Super six	07-07-2001
1,294,331	09-11-84	Go with the Flow	09-11-2004
1,292,890	09-04-84	Cradle-klip	09-04-2004
1,336,692	05-21-85	Sani-seal	
1,292,059	08-28-84	Ez Fast Flow	
1,307,920	12-04-84	Tri-air	
1,346,243	07-02-85	Aqua-tote	07-02-2005
1,336,693	05-21-85	Top-cap	
1,579,954	01-30-90	Valve	01-30-2000
1,669,487	12-24-91	Mark (Assigned to Reid 6-13-95)	

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES  
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, REID PLASTICS GROUP LLC, a Delaware limited liability company (the "Assignor") with principal offices at 2515 McKinney Avenue, Suite 850, Lock Box 14, Dallas, Texas 75201 hereby assigns and grants to BANKERS TRUST COMPANY, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 1, 1999 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instru-

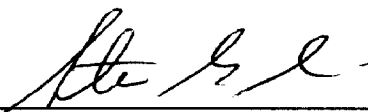
ment in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those 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 Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

\* \* \*

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the first day of July, 1999.

REID PLASTICS GROUP LLC  
as Assignor

By   
Name: *Steven M. Silver*  
Title: *VP*

**BANKERS TRUST COMPANY,**  
**as Assignee**

By Patricia Hogan  
Name: Patricia Hogan  
Title: Principal

STATE OF NEW YORK     )  
                              ) SS.:  
COUNTY OF NEW YORK    )

On this first day of July, 1999, before me personally came Steven m. Silver who, being duly sworn, did depose and say that he is Vice president of Reid Plastics Group LLC, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said limited liability company and that he did so by authority of the Board of Directors of said limited liability company.

Sandra Reddy  
Notary Public

SANDRA M. REDDY  
NOTARY PUBLIC, State of New York  
No. 01RC6012762  
Qualified in New York County  
Commission Expires August 31, 2000

LINDY AMOS  
Notary Public, State of New York  
No. 01AM6002452  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Feb. 9, 2000

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

On this first day of July, 1999, before me personally came Patricia Hogan who, being by me duly sworn, did state as follows: that she is Principal of Bankers Trust Company, that she is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public