
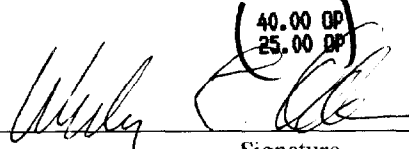


11-02-1999

<input type="checkbox"/> Patents <i>11-1-99</i> <input checked="" type="checkbox"/> Trademarks	To the Honor Please record	rks: eof.
 101189145		
1. Name of Party(ies) conveying an interest: U.S. Plastic Lumber Ltd. 2300 Glades Road, Suite 440W Boca Raton, Florida 33431		2. Name and Address of Party(ies) receiving an interest: Name: <u>Coast Business Credit®, a division of Southern Pacific Bank</u> Internal Address: <u>Attention: Manager</u> Street Address: <u>12121 Wilshire Boulevard, Suite 1400</u> City: <u>Los Angeles</u> State: <u>California</u> Zip: <u>90025</u>
Entity: <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other _____	Entity: <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State: <input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship _____ If not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Interest Conveyed: <input type="checkbox"/> Assignment <input type="checkbox"/> Association <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Other _____ <u>Execution Date: As of October 7, 1999</u>		
4. Application number(s), patent numbers, or registration number(s). Additional sheet attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 2,180,208; 2,156,630		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Federal Research Corp</u> Internal Address: <u>Suite 101</u> Street Address: <u>400 Seventh St NW</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20004</u>	6. Number of applications, patents, or registrations involved: <div style="text-align: center;">2</div>	
	7. Amount of fee enclosed or authorized to be charged: <div style="text-align: center;">\$65.00 Filing Fee</div>	
	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 <u>As of October 7, 1999</u> 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.		
<div style="display: flex; justify-content: space-between;"> <div> 11/02/1999 MTHAI1 00000236 2180208 01 FC:481 02 FC:482 </div> <div style="text-align: center;"> <u>October 28, 1999</u> Date </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> <u>Wesley E. Odom</u> Name of Person Signing </div> </div>		

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Crush-Guard	Federal	08/11/98	2,180,208
Grip-Guard	Federal	05/12/98	2,156,630

1-A-1

DOC SLA1:317524.1
6888-60 RPG

TRADEMARK
REEL: 001983 FRAME: 0317

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 7, 1999 is executed by U.S. Plastic Lumber Ltd. ("Borrower"), in favor of Coast Business Credit®, a division of Southern Pacific Bank ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of September 30, 1998 (as amended, the "Loan Agreement") between Borrower, certain of Borrower's affiliates, and Lender, Lender has 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 Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender 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 Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

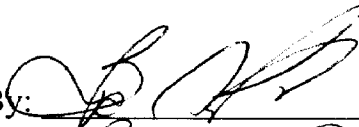
Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully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

Lender's address is:

Coast Business Credit®, a division of Southern Pacific Bank
12121 Wilshire Blvd.
Suite 1400
Los Angeles, California 90025-1176
Telecopier No.: (310) 826-2884

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

U.S. PLASTIC LUMBER LTD.

By: 
Name: Bruce C. Rosem
Title: Secretary

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Palm Beach) ss.

On December 14, 1999, before me, Kim Morrell, Notary
(Name and Title of Officer)

personally appeared Bruce C. Rosen

- ☒ 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.

Kim Morrell
Signature Of Notary



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

Title(s)

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

Signer is representing:

Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
TRADEMARK APPLICATIONS

None.

1-B-2

DOCSLA1:317524.1
6888-60 RPG

RECORDED: 11/01/1999

**TRADEMARK
REEL: 001983 FRAME: 0321**