

02-11-2000



101265114

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

02/11/2000 TT0111 00000080 1989140

01 FC:481- 40.00 OP  
02 FC:482 75.00 OP

**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,989,140"/>	<input type="text" value="2,151,092"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,983,030"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,150,093"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account   
Deposit Account (any deficiency)  
(Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

ASSIGNMENT  
OF  
GRANT OF SECURITY INTEREST  
IN TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Effective October 15, 1997, Styrochem Delaware, Inc., as a Credit Party, entered into that certain Second Amended and Restated Revolving Credit and Security Agreement (as the same may be amended, modified, extended or restated from time to time, the "Amended and Restated Credit Agreement") by and among the Credit Parties party thereto (each a "Credit Party" and collectively, the "Credit Parties") and BNY Financial Corporation (now known as GMAC Commercial Credit LLC), as Agent (the "Agent") for the lenders referenced therein (the "Lenders") and granted a continuing security interest in and continuing lien upon, (i) the trademarks, service marks and related registrations and applications (the "Trademarks"), shown in Exhibit A attached hereto and incorporated herein, to the Agent for the ratable benefit of the Lenders, together with (ii) the goodwill and assets of the business symbolized by such Trademarks and (iii) all actions for infringement concerning the foregoing including the right to sue for and to recover and retain all damages and profits arising from past infringement.

The Notice of Grant of Security Interest in Trademarks was recorded with the United States Patent and Trademark Office January 15, 1997 at Reel 1526, Frame 0407.

GMAC Commercial Credit LLC, as Agent, hereby transfers and assigns its interest in and to said Amended and Restated Loan and Security Agreement and security interest in and continuing lien upon the Trademarks to Bank of America, N.A., as Agent, with the right to exercise all powers set forth therein as Agent thereunder.

Very truly yours,

GMAC Commercial Credit LLC (formerly BNY  
Financial Corporation), as Agent and Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

Bank of America, N.A., as Agent and Assignee

By: David Noda  
Name: David Noda  
Title: Managing Director

Very truly yours,

GMAC Commercial Credit LLC (formerly BNY  
Financial Corporation), as Agent and Assignor

By: Anthony Viola  
Name: ANTHONY VIOLA  
Title: VICE PRES

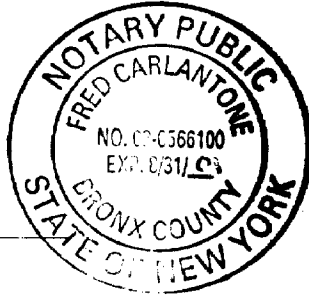
Acknowledged and Accepted:

Bank of America, N.A., as Agent and Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

As to GMAC Commercial Credit LLC, as Agent and Assignor:

Sworn to and subscribed before me  
this 29 day of December, 1999.



*Fred Carlantone*

Notary Public

My Commission Expires:

\_\_\_\_\_

As to Bank of America, N.A., as Agent and Assignee

Sworn to and subscribed before me  
this \_\_\_\_ day of December, 1999.

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

My Commission Expires:

\_\_\_\_\_

As to GMAC Commercial Credit LLC, as Agent and Assignor:

Sworn to and subscribed before me  
this \_\_\_\_ day of December, 1999.

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

My Commission Expires:

As to Bank of America, N.A., as Agent and Assignee

Sworn to and subscribed before me  
this 5<sup>th</sup> day of ~~December, 1999.~~

January, 2000

Nancy Brink Whalen  
Notary Public

My Commission Expires:

November 6, 2001

NANCY BRINK WHALEN  
Notary Public, State of New York  
No. 01BR5051618  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires November 6, ~~19~~ 2001

**Exhibit A**

**Federal Trademarks Held in the Name of  
STYROCHEM DELAWARE, INC.**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
STYROCHEM INTERNATIONAL	1,989,140	7/23/96
STYROCHEM INTERNATIONAL	1,983,030	6/25/96
STYROCHEM	2,150,093	4/14/98
STYROCHEM	2,151,092	4/14/98