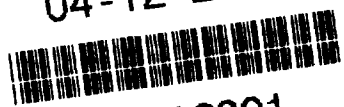


03/08/00

04-12-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

RECEIVED



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- 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.)

04/11/2000 JSHABAZZ 00000200 75034906

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002048 FRAME: 0439

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)

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

(Enter for payment by deposit account or if additional fees can be charged to the account.)

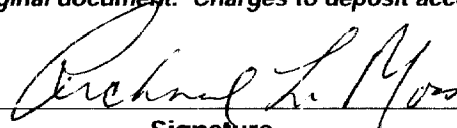
Deposit Account Number: #

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.

Richard L. Moss, Esq. (39,782)



3/7/00

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Uniroyal HPP Holdings, Inc.

DBA/AKA/TA

Composed of

Address (line 1)

Suite 900

Address (line 2)

Two North Tamiami Trail

Address (line 3)

Sarasota

City

Florida/US

State/Country

34236

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

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 the Assignment.)

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)

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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional 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

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

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Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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**RELEASE OF GRANT OF SECURITY INTEREST
IN CERTAIN INTELLECTUAL PROPERTY**

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Credit Agreement dated as of April 14, 1998 by and among HIGH PERFORMANCE PLASTICS, INC., as Borrower, UNIROYAL TECHNOLOGY CORPORATION, UNIROYAL HPP HOLDINGS, INC., the BANKS, FINANCIAL INSTITUTIONS and OTHER INSTITUTIONAL LENDERS named therein, as Initial Lenders, FLEET NATIONAL BANK, as Initial Issuing Bank, Swing Line Bank, and Administrative Agent, and DLJ CAPITAL FUNDING, INC., as Documentation Agent, (as modified, supplemented, and amended, the "Credit Agreement"), pursuant to which certain loans were made to, and certain letters of credit were issued for the account of, the Borrower.

This Release of Grant of Security Interest in Certain Intellectual Property (the "Agreement") is made and entered into this 28th day of February, 2000 by and among the Loan Parties and FLEET NATIONAL BANK, as Administrative Agent for the Lender Parties ("Fleet").

W I T N E S S E T H :

WHEREAS, the Loan Parties and Fleet are parties to an Intellectual Property Security Agreement dated as of April 14, 1998 (the "IP Security Agreement");

WHEREAS, Fleet holds a security interest in specific intellectual property owned by certain of the Loan Parties as set forth in Schedule 4.01(ee) annexed to the Credit Agreement and in Annex I to the IP Security Agreement (the "Intellectual Property") (copies of Schedule 4.01(ee) and Annex I are annexed hereto);

WHEREAS, simultaneously with the execution of a Termination, Release and Payoff Agreement dated as of February 28, 2000, the Borrower is repaying, and Fleet is willing to accept the repayment of, all Advances and other amounts outstanding under the Credit Agreement, the Notes and the other Loan Documents and to terminate all Commitments under the Credit Agreement; and

WHEREAS, in connection with the Termination, Release and Payoff Agreement, the Borrower has requested that Fleet release all of the Loan Parties' security interests in the Intellectual Property, and Fleet has agreed to do so.

NOW THEREFORE, in consideration of the foregoing, the parties to this Agreement, intending to be legally bound, agree as follows:

1. Fleet hereby releases in its entirety its security interest in all of the Loan Parties' right, title, and interest in, to and under the Intellectual Property, and Fleet hereby agrees to take any actions and to execute any further documents necessary or reasonably requested by the Borrower to effectuate or evidence such release, including, but not limited to, the execution and delivery of those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law to effectuate and/or provide public notice of such release.

2. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States, and any equivalent Official of any foreign country, to record this Agreement against the Intellectual Property.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4. This Agreement may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

5. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

6. This Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as of the date first above written, intending to be legally bound.

Fleet National Bank

By: [Signature]
Name: Howard J. Diamond
Title: Vice President

By: _____
Name: _____
Title: _____

State of Massachusetts)
County of Suffolk)
ss.:)

On this 23rd day of February, 2000 before me personally came Howard J. Diamond, to me known, who being duly sworn, did say that he is the Vice President, of FLEET NATIONAL BANK, and that the foregoing instrument was executed on behalf of FLEET NATIONAL BANK, and he acknowledged the foregoing instrument to be the free act and deed of FLEET NATIONAL BANK.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of February, 2000.

[Signature]
Notary Public

My Commission Expires: _____

KRISTINE R. MILLET
Notary Public
My Commission Expires April 17, 2003

State of *Florida*

)

ss.:

County of *Sarasota*

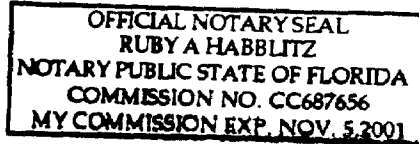
)

On this *21st* day of February, 2000, before me personally came *George Zulonas*, to me known, who being duly sworn, did say that he/~~she~~ is the *Vice President*, of HIGH PERFORMANCE PLASTICS, INC., and that the foregoing instrument was executed on behalf of HIGH PERFORMANCE PLASTICS, INC., and *he* acknowledged the foregoing instrument to be the free act and deed of HIGH PERFORMANCE PLASTICS, INC..

IN WITNESS WHEREOF, I have hereunto set my hand this *21st* day of February, 2000.

Ruby A. Habblitz
Notary Public
RUBY A. HABBLITZ

My Commission Expires: _____



SCHEDULE 4.01(ee)

Intellectual Property

TRADEMARK	COUNTRY	REG/AP NUMBER
POLY 93		
POLYCAST	U.S.	706,293
POLYDOR	U.S.	1,835,445
ROYALFORM R/DEN #22176-242	U.S.	AP. # 75-034,906 (12-95)
ROYALEX R/DEN #22176-68	AUSTRIA	56,076
ROYALEX	BENELUX	069,344
ROYALEX R/DEN UN22176-89	CANADA	149,150
ROYALEX	DENMARK	851,70
ROYALEX	FRANCE	1,597,515
ROYALEX	GERMANY	918,453
ROYALEX R/DEN #UN22176-120	GREECE	33,779
ROYALEX	IRELAND	70978
ROYALEX	ITALY	443,089
ROYALEX	JAPAN	2,275,027
ROYALEX	NORWAY	74668
ROYALEX R/DEN # UN22176-120	SO. AFRICA	65,2685
ROYALEX	SWITZERLAND	339,161
ROYALEX	U.S.	687,423
ROYALITE (UN22176-66)	AUSTRALIA	211,171
ROYALITE	BENELUX	069,345
ROYALITE	BENELUX	552,877
ROYALITE UN22176-75	BRAZIL	004023900
ROYALITE	CANADA	41,024
ROYALITE	COLUMBIA	298,423
ROYALITE	COLUMBIA	NOW 175,625; ALSO 177,021 AND OTHER
ROYALITE	COSTA RICA	32,134
ROYALITE	FRANCE	1,262,554
ROYALITE	GERMANY	640,625
ROYALITE	GERMANY	835,798
ROYALITE R/DEN #7N22176-121	GREECE	33,830
ROYALITE	GUATEMALA	16,995

TRADE MARK	COUNTRY	
ROYALITE RUDEN: UN22176-124	INDIA	209,111
ROYALITE	ITALY	369,698
ROYALITE	JAPAN	2,055,831
ROYALITE	JAPAN (KATAKANA)	2,235,674
ROYALITE RUDEN #UN22176-150	MEXICO	360,977 (REGISTRATION DATE 10/10/93)
ROYALITE	SOUTH AFRICA	59,2509
ROYALITE	RUSSIA	94041422
ROYALITE UN22176-162	SPAIN	402,502
ROYALITE	SWITZERLAND	298,862
ROYALITE	GREAT BRITAIN	B784,557
ROYALITE	GREAT BRITAIN	B916,989
ROYALITE	GREAT BRITAIN (LOGO)	932,742
ROYALITE	U.S.	785,416
ROYALITE	POLAND	53,320
ROYALON	ARGENTINA	1,116,969
ROYALTHOTIC	U.S.	1,886,040
SOLACRYL RUDEN #UN22176-211	U.S.	1,993,760 (AS OF 8/13/96) AP #74 427,699

Patent Status - High Performance Plastics

patent name	patent no.	Country
MULTILAYERED FORMABLE COMPOSITE LAMINATE & METHOD OF MAKING SAME RUDEN NO. UN22176-44	4,892,700 (issue date: 1/9/90)	U.S.
MULTILAYERED FORMABLE COMPOSITE LAMINATE & METHOD OF MAKING SAME RUDEN #UN22176-__	608,678 (issue date: 8/9/91)	Australia
MULTILAYERED FORMABLE COMPOSITE LAMINATE & METHOD OF MAKING SAME RUDEN #UN22176-231	1,332,900	Canada
MULTILAYERED FORMABLE COMPOSITE LAMINATE & METHOD OF MAKING SAME RUDEN #: UN22176-35	2,569,363 (ISSUED 10/24/96)	Japan

ANNEXES TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT
AMONG VIPLEX CORPORATION
AND FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT

KL2 1268651.1

TRADEMARK
REEL: 002048 FRAME: 0451

ANNEX II

TRADEMARK REGISTRATIONS & APPLICATIONS

ViPlex Corporation

None

ANNEX III

- 3 -

KL2:1268651.1

RECORDED: 03/08/2000

**TRADEMARK
REEL: 002048 FRAME: 0452**