

10-20-2000



101493450

**JORDAN 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** 10-3-00
- 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

Name Execution Date
Month Day Year

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 **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.)**
- Corporation Association
- Other**
- Citizenship/State of Incorporation/Organization**

FOR OFFICE USE ONLY

10/26/2000 09:01:11 00000024 75406/08
01 FC:481 40.00 DP

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: 002157 FRAME: 0755

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" value="75406498"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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

(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.

Karl M. Zielaznicki

October 2, 2000

Name of Person Signing

Signature

Date Signed

CONNECTICUT BANK OF COMMERCE

Confirmatory Collateral Assignment of Trademarks and Security Agreement

BETWEEN

THE NEW RESINA CORPORATION, as Borrower

AND

CONNECTICUT BANK OF COMMERCE, as Secured Party

This Confirmatory Collateral Assignment of Trademarks and Security Agreement, made this 25th day of September 2000 (as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, this "Agreement"), by and between THE NEW RESINA CORPORATION, a Delaware corporation with its principal place of business at 246 Creamer Street, Brooklyn, New York 11231 (hereinafter the "Borrower"), and CONNECTICUT BANK OF COMMERCE, a commercial bank organized under the laws of the State of Connecticut with offices located at 90 Broad Street, New York, New York 10004 (hereinafter the "Bank").

W I T N E S S E T H:

The Borrower is a party to a Credit Agreement dated the date hereof with the Bank (as the same may be supplemented, modified, amended or restated from time to time in the manner provided therein, the "Credit Agreement") and a Security Agreement dated the date hereof in favor of the Bank (as the same may be supplemented, modified, amended or restated from time to time in the manner provided therein, the "Security Agreement"), pursuant to which, among other things, in order to secure all of the Borrower's obligations under the Credit Agreement, the Borrower pledged and granted to the Bank a present and continuing lien and security interest in and to (among other things), any and all of the Borrower's present and future Trademarks (as hereinafter defined).

The Borrower and the Bank have entered into this Agreement and the Borrower has signed a Special Power of Attorney, which is attached hereto as Schedule B, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Borrower), the Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to the Bank, and grants to the Bank, a present and continuing

lien and security interest in and to any and all of the trademarks, trademark registrations and applications of the Borrower listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, and any and all accounts, contract rights, warranties, litigation claims and rights and other general intangibles of the Borrower related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as the "Trademarks"). However, the Bank has not assumed any of the obligations or other liabilities of the Borrower under or respecting the Trademarks, which remain the sole obligation of the Borrower.

The Borrower hereby authorizes the Bank to modify this Agreement (without the signature of the Borrower) by amending Schedule A hereto to include any and all future trademarks, trademark registrations and licenses, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Security Agreement, whenever acquired or created.

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Credit Agreement, the Security Agreement and the other Loan Documents (as defined in the Credit Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Credit Agreement, the Security Agreement and the other Loan Documents, and the Bank shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of the Bank's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Credit Agreement, the Security Agreement, any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Bank may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Credit Agreement, the Security Agreement and other Loan Documents; and may be terminated, modified, amended or restated only in a document executed by all of the parties hereto (except for amendments signed only by the Bank as provided above).

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

THE NEW RESINA CORPORATION

By: Andrew D. Lack
Name: ANDREW D. LACK
Title: Chief Operating Officer

CONNECTICUT BANK OF COMMERCE

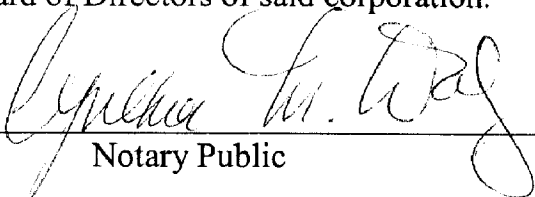
By: Waymond J. Hunsberg
Name:
Title: 1ST VICE PRESIDENT

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 25 day of September 2000, before me personally came Andrew D. Lusk to me known, who, being by me duly sworn, did depose and say that he resides at 246 Grand St. Brooklyn NY; that he is the Chief Operator of The New Resina Corporation, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.


Notary Public

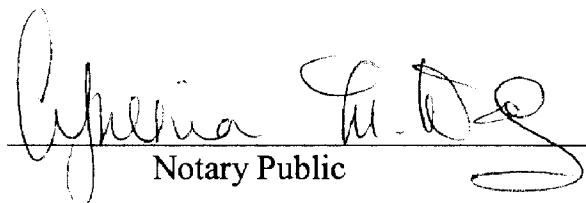
CYNTHIA M. WONG
Notary Public, State of New York
No. 01WO5044200
Qualified in Kings County
Commission Expires May 22, ~~2000~~ 2001

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 25 day of September 2000, before me personally came Maynard Ginsburg to me known, who, being by me duly sworn, did depose and say that he resides at 90 Broad St. NYC; that he is the 1st. V.P. of CONNECTICUT BANK OF COMMERCE, the commercial bank described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said commercial bank.


Notary Public

CYNTHIA M. WONG
Notary Public, State of New York
No. 01WO5044200
Qualified in Kings County
Commission Expires May 22, ~~2000~~ 2001

SCHEDULE A

United States Trademarks

<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
75406498	November 23, 1999	RESINA

A-1

650050_1EXECUTION COPY

**TRADEMARK
REEL: 002157 FRAME: 0761**

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that THE NEW RESINA CORPORATION, a Delaware corporation, having an address at 246 Creamer Street, Brooklyn, New York 11231 ("Borrower"), pursuant to a Confirmatory Collateral Assignment of Trademarks and Security Agreement, dated the date hereof (the "Agreement"), hereby constitutes and appoints CONNECTICUT BANK OF COMMERCE, a commercial bank organized and existing under the laws of the State of Connecticut with its principal business located at 90 Broad Street, New York, New York 10004 (hereinafter the "Bank"), as its true and lawful attorney-in-fact, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement):

1. Assign, sell or otherwise dispose of all right, title and interest in and to the trademarks, trademark registrations and applications of the Borrower listed on Schedule A of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the trademarks, trademark registrations and applications of the Borrower listed on Schedule A of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, as the Bank may in its sole discretion determine to be necessary.

This power of attorney is made pursuant to the Agreement, dated the date hereof, between Borrower and Bank (i) is coupled with an interest and (ii) shall be irrevocable for the term of this Agreement and thereafter as long as any obligations shall be outstanding under the Security Agreement.

ATTEST:

THE NEW RESINA CORPORATION,
a Delaware corporation

Andrew D. Lusk

By: Andrew J. May
Name: Andrew J. May
Title: President

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On the 25 day of September 2000, before me personally came Andrew D. Lusk and Andrew J. May to me known, who, being by me duly sworn, did depose and say that he resides at 246 Cremer St, Brklyn, NY; that he is the President of The New Resina Corporation, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

Cynthia M. Wong
Notary Public

CYNTHIA M. WONG
Notary Public, State of New York
No. 01WO5044200
Qualified in Kings County
Commission Expires May 22, ~~19~~ 2001

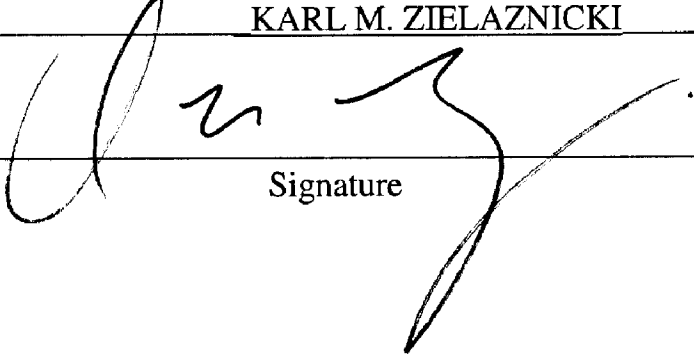
B-2

"EXPRESS MAIL" mailing label number—EE470701195US

Date of Deposit October 2, 2000

I hereby swear that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents & Trademarks, BOX ASSIGNMENTS, Washington, D.C. 20231.

KARL M. ZIELAZNICKI


Signature

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RECORDED: 10/03/2000

TRADEMARK
REEL: 002157 FRAME: 0764