

01-31-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRO
11-7-00

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 Change of Name
- Other Collateral Assignment and Trademark Sec. Ag

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
09292000

Name Polar Plastics Inc.

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Mellon Bank, N.A.

DBA/AKA/TA

Composed of

Address (line 1) 3060 Peachtree Road

Address (line 2) One Buckhead Plaza

Address (line 3) Atlanta Georgia 30305
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other National Bank
- Citizenship/State of Incorporation/Organization National Bank

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

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: 002182 FRAME: 0980

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)

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<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1,868,016"/>	<input type="text" value="1,817,749"/>	<input type="text" value="1,817,747"/>
<input type="text" value="1,817,748"/>	<input type="text" value="1,849,789"/>	<input type="text" value="1,846,768"/>
<input type="text" value="1,817,750"/>	<input type="text" value="1,818,750"/>	<input type="text" value="1,816,921"/>

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.

Gerald T. Woods

Name of Person Signing

Signature

11/2/00

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

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

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

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2,320,331	<input type="text"/>	<input type="text"/>
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**COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of September 29, 2000, by the undersigned ("Grantor"), in favor of MELLON BANK, N.A. ("Grantee").

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks and trademark applications filed in the United States Patent and Trademark Office, as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "TrademarkRights"); and

WHEREAS, Grantor and Grantee (among others) are parties to a certain Loan and Security Agreement, dated of even date herewith (hereafter, as it may be amended or modified from time to time, called the "Security Agreement"; capitalized terms used herein, but not expressly defined herein having the meanings given to such terms in the Security Agreement), pursuant to which Grantee may make loans or other financial accommodations to Borrowers from time to time; and

WHEREAS, as a condition precedent (among others) to the extension of such financial accommodations, Grantor has required that Grantor execute and deliver this Agreement in favor of Grantee;

NOW, THEREFORE, in order to induce Grantee to consummate such financial accommodations, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a security interest in, and makes to Grantee a collateral assignment of, the entire right, title, and interest of Grantor in and to the TrademarkRights. The TrademarkRights shall serve as collateral security for the payment of all "Obligations", as that term is defined in the Security Agreement, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Security Agreement.

Notwithstanding the foregoing, unless and until Grantee exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the TrademarkRights, Grantor shall own, and may use and enjoy the TrademarkRights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.


Grantor further agrees (a) that Grantee shall not have any obligation or responsibility to protect or defend the TrademarkRights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Grantee in writing of infringements of the TrademarkRights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Grantee may do so in Grantor's name or in Grantee's name but at Grantor's expense, and Grantor hereby agrees to reimburse Grantee for all expenses, including attorneys' fees, incurred by Grantee in protecting, defending and maintaining the TrademarkRights owned by Grantor.

The security interest in and collateral assignment of the TrademarkRights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Secured Obligations. At such time Grantee shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Grantee's interest in the TrademarkRights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Grantee and its successors and assigns, and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officer thereunto duly authorized as of the date first above written.

POLAR PLASTICS INC

By: 

Pierre P. Hudon
Chief Financial Officer

STATE OF GEORGIA

COUNTY OF FULTON

On September 29, 2000, before me appeared Pierre P. Hudon, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Chief Financial Officer of the Grantor named therein, who acknowledged that he signed same as a free act for and on behalf of the identified corporation with authority to do so.


Notary Public

[NOTARIAL SEAL]

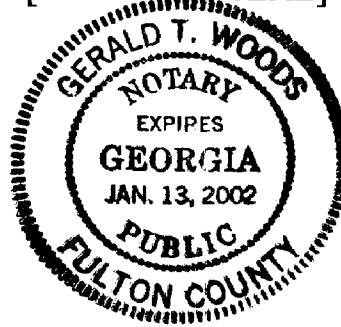


Exhibit A

Trademark Description	U.S. Patent & Trademark Office Reg. No.	Date of Registration	Serial No.
POLAR	1,868,016	December 20, 1994	74/387,759
PRO	1,817,748	January 25, 1994	74/387,750
BELLE	1,817,750	January 25, 1994	74/387,758
GILD	1,817,749	January 25, 1994	74/387,757
GRANDE	1,849,789	August 16, 1994	74/395,355
MIDI	1,818,750	February 1, 1994	74/387,400
LEGEND	1,817,747	January 25, 1994	74/387,749
POLAR-XL	1,846,768	July 26, 1994	74/387,425
SIGNATURE	1,816,921	January 18, 1994	74/387,424
POLAR	1,961,995	March 12, 1996	74/664,566
PERFECTION	2,320,331	February 22, 2000	75/472,399