

12-28-2000

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



12-14-2000

U.S. Patent & TMOfr/TM Mail Ropt. Dt. #40



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12.14.00

### 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other ASSIGNMENT OF SECURITY INTEREST

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12/5/2000

Name FABRICATED PLASTICS, INC.

Formerly

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

#### Receiving Party

Mark if additional names of receiving parties attached

Name SUMMIT BUSINESS CAPITAL CORP.

AKA/TA

Composed of

Address (line 1) 99 PARK AVENUE

Address (line 2) 19TH FLOOR

Address (line 3) NEW YORK NEW YORK, USA 10016

- 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 New York

#### 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

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TRADEMARK

REEL: 002202 FRAME: 0348

US PATENT & TRADEMARK OFFICE  
RECEIVED  
DEC 14 P 2:46  
MAIL ROOM FEE PROCESS.

**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.

SUE NICHOLS  
Name of Person Signing

  
Signature

12/13/00  
Date Signed

**ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S  
TRADEMARK COLLATERAL**

ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S TRADEMARK COLLATERAL dated as of December 5, 2000 made by and between FABRICATED PLASTICS, INC., a New Jersey Corporation with its office at 178 Hanover Avenue, Morristown, New Jersey 07962 ("Borrower"), and SUMMIT BUSINESS CAPITAL CORP., having an office at 99 Park Avenue, 19<sup>th</sup> Floor, New York, New York 10016 ("Lender").

WITNESSETH:

WHEREAS, Borrower, has acquired, adopted or used, and is using or intends to use, as applicable, the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof (the "Trademarks"), which, as indicated in Exhibit A, are registered (or with respect to which an application for registration has been filed and is pending) in the United States Patent and Trademark Office,

WHEREAS, Borrower and Lender have entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lender has agreed to make Credits to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Borrower is granting to Lender a security interest in, among other things, all of Borrower's right, title and interest in, to and under, (i) all trademarks, trade names (including, without limitation the Trademarks), corporate names, service marks, logos and other source or business identifiers, and all applications in connection therewith, the goodwill of the business to which each such trademark and trade name relates, all franchises and licenses with respect to each such trademark and trade name in which Borrower has an interest, and all rights and remedies that Borrower might exercise with respect to any of the foregoing (including, without limitation, the right to sue for past, present or future infringements) (collectively, the "Trademark Collateral"), and (ii) all other intangible personal property similar to any of the foregoing, in each case whether presently existing or hereafter arising or acquired; and

WHEREAS, it is a condition precedent to Lender's obligations under the Credit Agreement that Borrower execute and deliver this Assignment of Security Interest in Borrower's Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby pledges, transfers and assigns to Lender, and hereby grants to Lender a security interest in all of Borrower's right, title and interest in, to and under the Trademark Collateral and the good will of the business in which the marks therein are used, whether presently existing or hereafter arising or acquired; provided, however, that until the occurrence of an Event of Default (as defined in the Credit Agreement), Borrower may continue to use the Trademarks in its business for its own benefit and its own account as if it had not made this Assignment of Security Interest in Borrower's Trademark Collateral.

This Assignment of Security Interest in Borrower's Trademark Collateral is executed in connection with the security interest granted to Lender pursuant to the Credit Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by

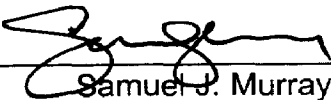
reference herein as if fully set forth herein.

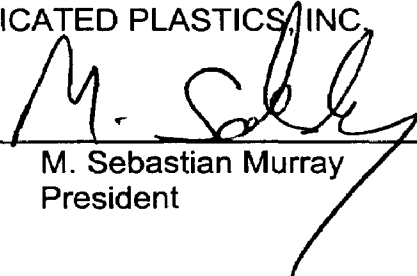
Borrower hereby agrees that, until full and final and indefeasible payment and performance of the Obligations, if Borrower shall obtain any rights in any new trademarks, such new trademarks shall constitute Trademark Collateral and Collateral (as defined in the Credit Agreement), the provisions hereof and of the Credit Agreement shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Assignment of Security Interest in Borrower's Trademark Collateral by amending Exhibit A attached hereto to include any future trademarks and trademark applications covered hereby.

This Assignment of Security Interest in Borrower's Trademark Collateral shall be interpreted and the rights and obligations of the parties hereto determined in accordance with applicable federal law and the internal laws of the State of New York.

IN WITNESS WHEREOF, Borrower and Lender have executed this Assignment of Security Interest in Borrower's Trademark Collateral as of the day and year first above written.

ATTEST:

By:   
Samuel J. Murray  
Vice President

FABRICATED PLASTICS, INC.  
By:   
M. Sebastian Murray  
President

SUMMIT BUSINESS CAPITAL CORP.

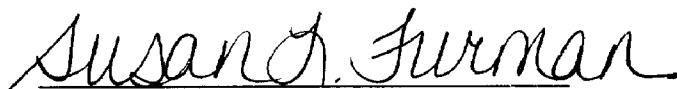
By: 

STATE OF NEW JERSEY )

: ss.:

COUNTY OF ESSEX )

On the 5<sup>th</sup> day of December, 2000 before me personally came M. Sebastian Murray, to me known who, being by me duly sworn, did depose and say that he is the President of FABRICATED PLASTICS, INC., the corporation described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said corporation.

  
Notary Public

My commission expires on **SUSAN L FURMAN**  
Notary Public, State of New Jersey  
No. 25307  
Qualified in Union County  
Commission Expires March 25, 2004

STATE OF NEW JERSEY )

: ss.:

COUNTY OF ESSEX )

On the 5th day of December, 2000, before me personally came Peter Hollitscher, to me known who, being by me duly sworn, did depose and say that he is the Vice President of SUMMIT BUSINESS CAPITAL CORP., described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said corporation.

Susan L. Furman  
Notary Public

My commission expires on

**SUSAN L. FURMAN**  
Notary Public, State of New Jersey  
No. 25307

Qualified in Union County  
Commission Expires March 25, 2004

FABRICATED PLASTICS, INC.  
TRADEMARKS

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REEL: 002202 FRAME: 0354



Int. Cl.: 21

Prior U.S. Cl.: 2

**United States Patent and Trademark Office** Reg. No. 1,762,087  
Registered Mar. 30, 1993

**TRADEMARK  
PRINCIPAL REGISTER**

**TRAY CHIC**

FABRICATED PLASTICS, INC. (NEW JERSEY CORPORATION), DBA COSMEPAK AND DBA FPI THERMOPLASTIC TECHNOLOGIES,  
P.O. BOX 1907  
HANOVER AVENUE AND HORSEHILL ROAD  
MORRISTOWN, NJ 079621907

FOR: COSMETIC ORGANIZERS IN THE NATURE OF CONTAINERS, BOXES OR TRAYS

FOR HOLDING COSMETICS, IN CLASS 21 (U.S. CL. 2).

FIRST USE 9-0-1991; IN COMMERCE 9-0-1991.

SN 74-172,598, FILED 5-31-1991.

TERESA M. RUPP, EXAMINING ATTORNEY





Int. Cl.: 21

Prior U.S. Cls.: 2 and 50

**United States Patent and Trademark Office**

**Reg. No. 1,762,088**  
Registered Mar. 30, 1993

**TRADEMARK  
PRINCIPAL REGISTER**

**BATHLINE**

FABRICATED PLASTICS, INC. (NEW JERSEY CORPORATION), DBA COSMEPAK AND DBA FPI THERMOPLASTIC TECHNOLOGIES,  
P.O. BOX 1907  
HANOVER AVENUE AND HORSEHILL ROAD  
MORRISTOWN, NJ 079621907

FOR: CONTAINERS FOR HOUSEHOLD USE; NAMELY, ORGANIZERS, IN CLASS 21 (U.S. CLS. 2 AND 50).

FIRST USE 9-0-1991; IN COMMERCE 9-0-1991.

SN 74-172,599, FILED 5-31-1991.

HEIDI RATTNER, EXAMINING ATTORNEY