

ORIGINAL

03-21-2001

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3/12/01

March 12, 2001

**BY HAND**

BOX ASSIGNMENT  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

RECEIVED  
2001 MAR 12 PM 4:52  
ASSIGNMENT SERVICES  
DIVISION

Re: Release of Security Agreement  
Conveying party: Mellon Bank, N.A.  
Receiving party: Pinnacle Polymers

Dear Sir:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05(d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed "Release of Security Agreement" as set forth in paragraph 4:

- 1) Name of conveying party: Mellon Bank, N.A.
- 2) Name and address of receiving party: Pinnacle Polymers, a partnership under the laws of Pennsylvania composed of CMB, Inc., a Georgia corporation, and CAMI Polymers, LLC, a Georgia limited liability company, located and doing business at 1 Epsilon Avenue, Garyville, LA 70051
- 3) Nature of Conveyance: Release of Security Interest, executed on and effective as of December 11, 2000, is attached.
- 4) Please record the Release of Security Agreement against:

Trademark Registration No. 1,724,533 -- **EPSILON and Design**

- 5) Name and address of party to whom correspondence concerning document should be mailed:

03/20/2001 9:00AM 00000136 1724533  
01 FC:481 40.00 0P

Atlanta ■ Austin ■ New York ■ Tallahassee ■ Washington, DC


TRADEMARK  
REEL: 002256 FRAME: 0657

Elisabeth A. Langworthy, Esq.  
Sutherland, Asbill & Brennan LLP  
1275 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-2415

- 6) Total number of trademark registrations against which to record the Release of Security Agreement: one (1).
- 7) Total fee enclosed: \$40.00
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) 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.

Respectfully submitted,

SUTHERLAND, ASBILL & BRENNAN LLP

By:   
Elisabeth A. Langworthy

Enclosures

Total number of pages including cover sheet, attachments, and documents: 8 (including duplicate cover sheet and check)

RELEASE OF SECURITY AGREEMENT  
(Trademarks)-

STATE OF PENNSYLVANIA        )  
  ) ss.:  
COUNTY OF ALLEGHENY        )

WHEREAS, pursuant to a Security Agreement, Pledge and Assignment, dated as of September 15, 1997, as amended by Amendment thereto dated as of June 15, 2000 (as amended, the "Security Agreement"), PINNACLE POLYMERS (formerly known as Epsilon Products Company), a Pennsylvania joint venture (the "Borrower"), granted to MELLON BANK, N.A., as Agent (the "Agent") for the secured parties named in such Security Agreement, a security interest in all of the Borrower's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

- (a) that certain trademark, United States Patent and Trademark Office, Principal Register, Reg. No. 1,724,533 dated October 13, 1992,
- (b) all registrations, recordings and applications made, filed or recorded in the United States Patent and Trademark Office or any similar office or agency of any other domestic or foreign governmental authority for the foregoing,
- (c) renewals, reissues and extensions of the foregoing,
- (d) the goodwill of the Borrower's business symbolized by the foregoing,
- (e) licenses and license agreements with respect to the foregoing,
- (f) all proceeds of and rights associated with the foregoing (including but not limited to all license royalties and all claims of right or priority of use, causes of action and rights to collect damages now or hereafter existing by reason of any past, present or future infringement or dilution of any of the foregoing or injury to the associated goodwill), and
- (i) all products and proceeds of any of the foregoing;

WHEREAS, the grant to the Agent of the security interest in all of the Borrower's right, title and interest in and to the Trademark Collateral pursuant to the Security Agreement secure the payment and performance of the Obligations, as defined in the Credit Agreement (Amended and Restated) dated as of September 5, 1997, as amended and restated as of June 15, 2000, among the Borrower, the Agent and the other lenders from time to time party thereto; and

WHEREAS, as a result of the Borrower (i) having changed its joint venture name from "Epsilon Products Company" to "Pinnacle Polymers," (ii) having ceased to use the Trademark

Collateral in its business, and (iii) desiring to transfer the Trademark Collateral free and clear of any liens or security interests, the Agent agrees to release the security interest with respect to the Trademark Collateral evidenced in the Security Agreement on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent does hereby agree as follows:

Section 1. Release of Security in Trademark Collateral. The Agent hereby releases and reconveys to Borrower, without recourse, representation or warranty of any kind (except as provided in Section 2 hereof), all of Agent's right, title, and interest in and to the Trademark Collateral.

Section 2. Representations. The Agent hereby represents to the Borrower that the Agent has not assigned its interest in the Trademark Collateral and that the Agent has all due authority to enter into this Agreement and perform its terms.

Section 3. Binding Effects; Benefits. This Agreement shall be binding upon the Agent and its successors and assigns, and shall inure to the benefit of the Borrower and its successors and assigns.

Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Agent has caused this agreement to be duly executed by its authorized officer as of December 11, 2000.

MELLON BANK, N.A.,  
as Agent

By: Gary A. Saul  
Name: GARY A SAUL  
Title: First Vice President

STATE OF PENNSYLVANIA )  
 ) ss.:  
COUNTY OF Allegheny )

On this 11<sup>th</sup> day of December, 2000, before me personally came Gary A. Saul to me known, who, being by me duly sworn, did depose and say that he is First Vice President of Mellon Bank, N.A., the entity described herein and which executed the foregoing instrument.

Notarial Seal  
Suzanne A. Staab, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Sept. 20, 2003  
Member, Pennsylvania Association of Notaries

[NOTARIAL SEAL]

Suzanne A. Staab  
Notary Public

My commission expires: 9/20/03