

05-02-2001



4-20-01

101698274

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  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year  
03/01/01

**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

Corporation  Association

Other

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.)

Citizenship/State of Incorporation/Organization

**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

**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="78/038,467"/>	<input type="text" value="75/905,572"/>	<input type="text" value="75/905,575"/>	<input type="text" value="1,833,834"/>	<input type="text" value="1,555,756"/>	<input type="text"/>
<input type="text" value="75/905,554"/>	<input type="text" value="75/910,084"/>	<input type="text"/>	<input type="text" value="1,821,344"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/910,088"/>	<input type="text" value="75/830,039"/>	<input type="text"/>	<input type="text" value="1,951,251"/>	<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:

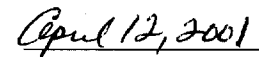
Yes  No

**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 here.

Steven D. Thomas





Name of Person Signing

Signature

Date Signed

**ASSIGNMENT  
OF  
PATENTS AND TRADEMARKS**  
(CP Group to CP Corp)

This Assignment of Patents and Trademarks (this "*Assignment*") is executed as of March 1, 2001, by **COMPRESSION POLYMERS GROUP**, a Pennsylvania general partnership ("*Assignor*") with its former principal office at 801 Corey Street, Moosic, Pennsylvania 18507, in favor of **COMPRESSION POLYMERS CORP.**, a Delaware corporation ("*Assignee*") with its principal office at 801 Corey Street Moosic, Pennsylvania 18507, pursuant to the Asset Purchase Agreement, dated as of February 28, 2001 (the "*Asset Sale Agreement*"), among Assignee and Vycom Corp., together as purchasers, and Assignor, Vycom, Corey Street Properties, and the selling principals identified therein, collectively as sellers.

WHEREAS, pursuant to the Asset Sale Agreement, Assignor has agreed to sell, transfer, and assign to Assignee all of Assignor's rights, title, and interest in, to, and under certain assets relating to the CPG Business (as defined in the Asset Sale Agreement), including, without limitation, the patents and patent applications (the "*Patents*") that are listed on *Exhibit A*, and the trademarks and trademark applications (the "*Marks*") that are listed on *Exhibit B*, and the Patents and the Marks are registered in the United States Patent and Trademark Office and equivalent offices in certain other countries.

NOW, THEREFORE, for the consideration described in the Asset Sale Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Incorporation. Each of Exhibit A and Exhibit B, which is attached to this Assignment, is incorporated by reference in this Assignment.
2. Patents. Assignor grants, assigns, sells and transfers to Assignee and its successors and assigns, all of Assignor's right, title, interest and ownership in, to, and under the Patents, together with the goodwill of the CPG Business attributed to the Patents and all rights, privileges, claims, causes of action and options relating or pertaining to the Patents.
3. Marks. Assignor grants, assigns, sells and transfers to Assignee and its successors and assigns, all of Assignor's right, title, interest and ownership in, to, and under the Marks, together with the goodwill of the CPG Business attributed to the Marks and all rights, privileges, claims, causes of action and options relating or pertaining to the Marks.
4. Authorizations. The Assignor authorizes and requests the Commissioner of Patents and Trademarks (a) to issue any and all letters patents of the United States with respect to the Patents and any continuations, divisionals and reissues thereof to the Assignee as assignee of the entire interest of the Assignor; and (b) to record the Patents and Marks and the registrations therefor as the property of Assignee. The Assignor represent and warrants to such commissioner that it has full right to convey the entire interest in the Patents and Marks assigned pursuant to this Assignment, and that it has not executed, and covenants that it shall not execute, any agreements inconsistent herewith.

5. Attorney-in-fact. Assignor appoints each executive officer of Assignee as Assignor's duly authorized agent and attorney-in-fact, with full power of substitution, but without any out-of-pocket expense to Assignor, to execute, file, prosecute and protect the Patents and the Marks before any government agency, court or authority. Assignor hereby waives all claims to moral or similar rights in, to, or under any of the Patents and Marks. Upon the request of Assignee and at Assignee's expense, Assignor shall execute and deliver to Assignee any additional assignments, documents and other instruments as may be necessary or desirable to fully and completely assign to Assignee all the Patents and all the Marks and to assist Assignee in applying for, obtaining, prosecuting and enforcing the Patents and the Marks in the United States and in any foreign country. If Assignee is unable for any reason whatsoever to obtain Assignor's signature or assistance, Assignor hereby irrevocably appoints Assignee, and each of its executive officers, as Assignor's duly authorized agent and attorney-in-fact, with full power of substitution, to sign, execute, and file in the name and behalf of Assignor any document required to apply for, obtain, prosecute and enforce the Patents and the Marks in the United States and in any foreign country, including renewals, extension, and divisions, and to do all other lawful acts to further the issuance or prosecution of the Patents and the Marks, all with the same legal force and effect as if done or executed by Assignor.

[signature page follows]

COMPRESSION POLYMERS GROUP

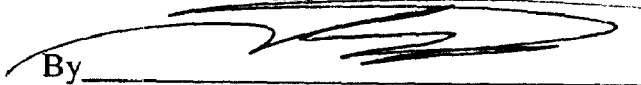
By: Compression Polymers Limited

Partnership

Its: General Partner

By: Scranton Management Company

Its: General Partner

By 

Name: Timothy T. Miller

Title: Secretary

By: Compression Polymers, Inc.

Its: General Partner

By \_\_\_\_\_

Name:

Title:

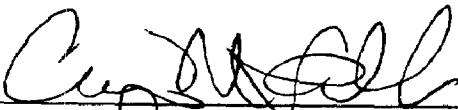
Attachments:

Exhibit A – Patents

Exhibit B – Marks

STATE OF OHIO )  
COUNTY OF FRANKLIN ) ss:

On this 29th day of MARCH, 2001, before me personally appeared Timothy T. Miller, who, being by me duly sworn, did depose and say that that he is the Secretary of Scranton Management Company, an Ohio corporation, and that he is authorized to execute the foregoing assignment on behalf of Scranton Management Company on behalf of COMPRESSION POLYMERS GROUP, a Pennsylvania general partnership.

  
Notary Public, State of OHIO

Notarial Stamp:

**CRAIG M. FULLEN, Attorney At Law**  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me personally appeared \_\_\_\_\_, who, being by me duly sworn, did depose and say that that he is \_\_\_\_\_ of Compression Polymers, Inc., a Pennsylvania corporation and a general partner of COMPRESSION POLYMERS GROUP, a Pennsylvania general partnership, and that he is authorized to execute the foregoing assignment on behalf of Compression Polymers, Inc. on behalf of the foregoing partnership.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Notarial Stamp:

**COMPRESSION POLYMERS GROUP**

By: Compression Polymers Limited  
Partnership

Its: General Partner

By: Scranton Management Company

Its: General Partner

By \_\_\_\_\_

Name:

Title:

By: Compression Polymers, Inc.

Its: General Partner

By Delbert P. Keisling, Jr.

Name: Delbert P. Keisling, Jr.

Title: President

Attachments:

Exhibit A - Patents

Exhibit B - Marks

STATE OF PENNSYLVANIA

:

: ss.

COUNTY OF LACKAWANNA

:

On this 1<sup>st</sup> day March, 2001, before me personally appeared Delbert P. Keisling, Jr., who, being by me duly sworn, did depose and say that he is President of Compression Polymers, Inc., a Pennsylvania corporation, that he is authorized to execute the foregoing assignment on behalf of the foregoing partnership and that he did so by authority of the general partners of such partnership.

Nina M. Evans

Notary Public, State of Pennsylvania

Notarial Stamp:

Notarial Seal  
Nina M. Evans, Notary Public  
South Abington Twp., Lackawanna County  
My Commission Expires Oct. 20, 2003  
Member, Pennsylvania Association of Notaries

**[Assignment of Patents and Trademarks]**

**TRADEMARK**

**REEL: 002284 FRAME: 0916**

Exhibit B  
to  
Assignment of Patents and Trademarks  
(CP Group to CP Corp)

MARKS -Registered

Mark	Country	File No.	Filing Date	Registration No.	Reg. Date	Int'l Class	Expiration
Hitec	USA	74/396,883	6/1/93	1,833,834	5/3/94	17	5/3/04
Protec	USA	74/396,884	6/1/93	1,821,344	2/15/94	17	2/15/04
Sanatec	USA	74/640,108	2/24/95	1,951,251	1/23/96	17	1/23/06
Ultratec	USA	73/754,673	9/29/88	1,555,756	9/12/89	17	9/12/09

MARKS -Applications

Mark	Country	File No.	Filing Date	Registration No.	Reg. Date	Int'l Class	Expiration
CPG Seaboard	USA	78/038,467	12/8/00	N/A	N/A	19	N/A
Flamtec	USA Germany Japan	75/905,554 300-55-516.4 2000-081494	1/25/00 7/25/00 7/24/00	N/A	N/A	19	N/A
Kytec	USA	75/910,088	1/26/00	N/A	N/A	19	N/A
Polycarve	USA	75/905,572	1/25/00	N/A	N/A	19	N/A
Seaboard	USA	75/910,084	1/26/00	N/A	N/A	19	N/A
Trintec 55	USA	75/830,039	11/9/99	N/A	N/A	19	N/A
Ultra White	USA	75/905,575	1/25/00	N/A	N/A	19	N/A