

05-03-2001



101700503

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

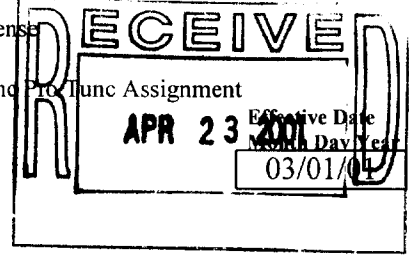
4.22.01

Submission Type

- New
- Resubmission Document ID# (Non-Recordation)
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Non-Proprietary Assignment
- Merger
- Change of Name
- Other



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

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 Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

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.)

05/03/2001 TDIAZ1 00000017 1555756

FOR OFFICE USE ONLY

01 FC:481 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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,555,756"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Steven D. Thomas
Name of Person Signing

Steven D. Thomas
Signature

April 12, 2001
Date Signed

**ASSIGNMENT
OF
TRADEMARKS**

(Compression Polymers, Inc. and Compression Polymers Limited Partnership to Compression Polymers Group)

This Assignment of Trademarks (this "*Assignment*") is executed as of February 28, 2001, by **COMPRESSION POLYMERS, INC. ("CPI")**, a Pennsylvania corporation with its former principal office at Greenwood Avenue & Warner Street, Scranton, Pennsylvania 18503, and **COMPRESSION POLYMERS LIMITED PARTNERSHIP ("CPLP")**, a Pennsylvania corporation with its principal office at Suite 200, 220 Penn Avenue, Scranton, Pennsylvania 18501, c/o Andrew Hailstone, Kreder, Brooks, Hailstone & Ludwig, (CPI and CPLP collectively the "*Assignors*"), in favor of **COMPRESSION POLYMERS GROUP**, a Pennsylvania general partnership ("*Assignee*") with its principal office at 801 Coroy Street, Moosic, Pennsylvania 18507.

WHEREAS, pursuant to that certain Amended and Restated Asset Purchase Agreement, dated December 21, 1992 (the "*Asset Sale Agreement*"), among CPLP, as purchaser, and CPI and Sanatec Industries, Inc., as sellers (collectively the "*Sellers*"), CPLP purchased all of Sellers' rights, title, and interest in, to, and under certain assets relating to the Sellers' business (the "*Purchased Assets*"), including, without limitation, the trademarks and trademark applications (the "*Marks*") that are listed on *Exhibit A*, which Marks are registered in the United States Patent and Trademark Office.

WHEREAS, pursuant to the Asset Sale Agreement, in exchange for a sixty-five percent (65%) general partnership interest in Assignee, CPLP was required to contribute to Assignee the Purchased Assets, including, without limitation, the Marks.

WHEREAS, pursuant to the Asset Sale Agreement, all Purchased Assets were assigned by CPI to CPLP, and thereafter contributed by CPLP to Assignee, except for the Marks, which were unintentionally excluded due to administrative oversight.

WHEREAS, the parties now wish to correct this unintentional exclusion, and in connection therewith CPI now wishes to assign the Marks to CPLP, and CPLP now wishes to contribute the Marks to Assignee in accordance with the parties' intent and understanding under the Asset Sale Agreement.

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. Exhibit A that is attached to this Assignment, is incorporated by reference in this Assignment.
2. Marks.
 - (a) CPI hereby grants, assigns, sells and transfers to CPLP and its successors and assigns, all of CPI's right, title, interest and ownership in, to, and under the Marks, worldwide, together with CPI's goodwill attributed to the Marks and all rights, privileges, claims, causes of action and options relating or pertaining to the Marks.

(b) CPLP hereby grants, assigns, sells and transfers to CPG and its successors and assigns, all of CPLP's right, title, interest and ownership in, to, and under the Marks, worldwide, together with CPLP's goodwill attributed to the Marks and all rights, privileges, claims, causes of action and options relating or pertaining to the Marks.

3. Authorizations. The Assignors authorize and request the United States Commissioner of Patents and Trademarks and any equivalent commissioner in a foreign country, as permitted by law, to record the Marks and the registrations therefor as the property of Assignee. The Assignors represent and warrant to such commissioners that they have full right to convey the entire interest in the Marks assigned pursuant to this Assignment, and that they have not executed, and covenant that they shall not execute, any agreements inconsistent herewith.

4. Attorney-in-fact. Assignors appoint each executive officer of Assignee as Assignors' duly authorized agent and attorney-in-fact, with full power of substitution, but without any out-of-pocket expense to Assignors, to execute, file, prosecute and protect the Marks before any government agency, court or authority. Assignors hereby waive all claims to moral or similar rights in, to, or under any of the Marks. Upon the request of Assignee and at Assignee's expense, Assignors 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 Marks and to assist Assignee in applying for, obtaining, prosecuting and enforcing the Marks in the United States and in any foreign country. If Assignee is unable for any reason whatsoever to obtain signatures of the Assignors or assistance, Assignors each hereby irrevocably appoint Assignee, and each of its executive officers, as Assignors' duly authorized agent and attorney-in-fact, with full power of substitution, to sign, execute, and file in the name and behalf of each such Assignor any document required to apply for, obtain, prosecute and enforce 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 Marks, all with the same legal force and effect as if done or executed by each such Assignor.

COMPRESSION POLYMERS, INC
a Pennsylvania corporation

By: *Delbert P. Kirby, Jr.*
Name: *Delbert P. Kirby, Jr.*
Title: *President*

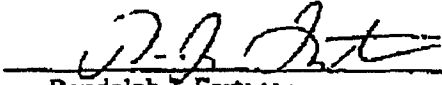
Signatures Continued on Following Page.

**COMPRESSION POLYMERS LIMITED
PARTNERSHIP**

a Pennsylvania limited partnership

By: Scranton Management Company

Its: General Partner

By: 

Randolph J. Fortener

V.P. and Treasurer

ACCEPTANCE

The undersigned hereby accepts the foregoing assignment of the Marks this 28th day of February, 2001.

COMPRESSION POLYMERS GROUP

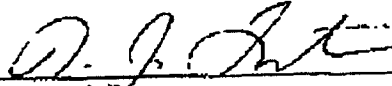
a Pennsylvania general partnership

By: Compression Polymers Limited Partnership

Its: General Partner

By: Scranton Management Company

Its: General Partner

By: 

Randolph J. Fortener

V.P. and Treasurer

Attachments:

Exhibit A - Patents

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of February, 2001, before me personally appeared _____, who, being by me duly sworn, did depose and say that that [s]he is _____ of COMPRESSION POLYMERS, INC., a Pennsylvania corporation, that [s]he is authorized to execute the foregoing assignment on behalf of the foregoing partnership and that [s]he did so by authority of the general partners of such partnership.

Notary Public, State of _____
Notarial Stamp:

STATE OF New York)
) ss:
COUNTY OF New York)

On this 28th day of February, 2001, before me personally appeared Randolph J. Fortner, who, being by me duly sworn, did depose and say that that [s]he is V.P. and Treasurer of SCRANTON MANAGEMET COMPANY, general partner of COMPRESSION POLYMERS LIMITED PARTNERSHIP, a Pennsylvania limited partnership, which is a general partner of COMPRESSION POLYMERS GROUP, a Pennsylvania general partnership that [s]he is authorized to execute the foregoing assignment on behalf of the foregoing partnerships and that [s]he did so by authority of the general partners of such partnerships.

Bridget Hahn
Notary Public, State of New York
Notarial Stamp:

BRIDGET HAHN
Notary Public, State of New York
No. 01HAG081528
Qualified in Queens County
Commission Expires December 4, 2002

Exhibit A
to
Assignment of Trademarks

MARKS

Registered

Trademark	Country	Registration No.	Registration Date	International Class
Ultratec	U.S.A.	1,555,756	09/12/89	17

#351931.v1