



101801678

To The Honorable Commissioner

the attached original document or copy thereof.

Customer No. 03000 - Attorney Docket No. C1000/10031

1. Name of conveying party(ies):

Captive Plastics, Inc.

2. Name and address of receiving party(ies)

Name: First Union National Bank (Agent)

Internal Address:

Street Address: 2 North Highway 31

City: Pennington State: NJ Zip: 08534

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State NJ
- Other Grantor

Additional names(s) of conveying party(ies) attached? Yes No

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Administrative Agent for Lenders

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Notice of Grant of Security Interest in Trademarks

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

Execution Date: July 12, 2001

4. Application number(s) or patent number(s):

A) Trademark Application No.(s)

B) Trademark Registration No.(s)

1,547,419	2,092,911
1,545,407	1,273,575
2,081,302	1,279,008
1,277,024	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning documents should be mailed:

CAESAR, RIVISE, BERNSTEIN, COHEN & POKOTILOW, LTD.

Attn: Eric S. Marzluf, Esq.
12th Floor - 7 Penn Center
1635 Market Street; Phila, PA 19103-2212

6. Total number of applications and registrations involved..... 7

7. Total fee (37 CFR 3.41)..... \$ 190.00

Authorized to Charge to Deposit Account No. 03-0075 (duplicate attached)

08/06/2001 BYTME 00000197 030075 1347419

DO NOT USE THIS SPACE

01 FC:481 40.00 CH

02 FC:482 150.00 CH
I, the undersigned, do hereby certify that 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.

Eric S Marzluf

Name of Person Signing

Eric S Marzluf
Signature

July 27 2001

Date

Total number of pages including cover sheet, attachments and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks; Box Assignments; Washington, DC 20530

TRADEMARK
REEL: 002341 FRAME: 0953

NOTICE OF GRANT OF SECURITY INTEREST
IN
TRADEMARKS

This Notice of Grant of Security Interest in Trademarks, dated as of July 16, 2001 (“Notice of Grant of Security Interest”) made by CAPTIVE PLASTICS, INC., (hereinafter “Grantor”) having an address at 251 Drive, North Piscataway, New Jersey 08854-3759 to each of the Lenders (as defined below) party to the Security Agreement (as defined below) and FIRST UNION NATIONAL BANK, as administrative agent for the Lenders (as defined below, the “Agent”), having an address at 2 North Highway 31, Pennington NJ 08534.

1. Reference is made to the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or modified, from time to time, the “Security Agreement”), among Grantor, the Lenders (as defined therein), the Agent and other Persons named therein.

2. Pursuant to the terms of the Security Agreement, Grantor, the owners of the trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all pending applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule A and all renewals thereof (the trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all pending applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including,

without limitation, any thereof referred to in Schedule A and all renewals thereof hereinafter referred to as the "Trademarks") granted to the Agent for the ratable benefit of the Lenders a security interest in and to all of the Trademarks and agreed to execute and deliver to the Agent such agreements, collateral assignments or instruments and do all such things as the Agent may reasonably deem necessary or appropriate to assure to the Agent its security interests thereunder including providing a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth in the Security Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor, intending to be legally bound, do hereby convey, transfer, assign and grant unto the Agent for the ratable benefit of the Lenders, a security interest in all of Grantor's rights, titles and interests in and to the Trademarks effective as of July 16, 2001, the same to be held and enjoyed by the Agent for the ratable benefit of the Lenders, until the security interest under the Security Agreement is terminated.

IN WITNESS WHEREOF, this Notice of Grant of Security Interest in Trademarks has been executed as of the date above written.

CAPTIVE PLASTICS, INC.

By: DL Smith
Name: David L. Smith
Title: VP Finance

STATE OF NEW JERSEY

:
: SS:
:

COUNTY OF Middlesex

Before me personally appeared said David L. Smith and acknowledged that he/she is the VP Finance of CAPTIVE PLASTICS, INC., that he/she has the authority to execute this Assignment on behalf of CAPTIVE PLASTICS, INC., and has acknowledged the foregoing instrument to be his/her free act and deed this 12th day of July, 2001.

Leslie Ann Wiesner
Notary Public

My Commission Expires:

LESLIE ANN WIESNER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 15, 2003

Approved and Accepted:

FIRST UNION NATIONAL BANK,
as Agent:

By: Adrienne Hill-Sears
Name: Adrienne Hill-Sears
Title: Vice President

STATE OF NEW JERSEY

:
: SS:

COUNTY OF Middlesex

Before me personally appeared said Adrienne Hill-Sears and acknowledged that he/she is the Vice President of FIRST UNION NATIONAL BANK, that he/she has the authority to execute this Assignment on behalf of FIRST UNION NATIONAL BANK, and has acknowledged the foregoing instrument to be his/her free act and deed this 12th day of July, 2001.

Jessie A. Wheeler
Notary Public

My Commission Expires:

LESLIE ANN WIESNER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 15, 2003

SCHEDULE A

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>
1,547,419	07/11/89	Design Only
1,545,407	06/27/89	THORO-BAN
2,081,302	07/22/97	CP and Design
2,092,911	09/02/97	CP and Design
1,547,419	07/11/89	Design Only
1,277,024	05/08/84	CAPTIVE PLASTICS (Stylized Letters)
1,273,575	04/10/84	Design Only
1,279,008	05/22/84	CPI (Stylized Letters)

* Cancelled on 12/16/96