

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
TIDEWATER PUBLICATION SERVICES, INC.
2-12-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State FLORIDA
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 15 NOVEMBER 2001

2. Name and address of receiving party(ies)
Name: PLASTICS AUXILIARIES, LLC.
Internal Address: _____
Street Address: 11444 W. OLYMPIC BL., STE 900
City: LOS ANGELES State: CA Zip: 90064

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State DELAWARE
 Other _____

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/273,765

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,208,000

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: LAW OFFICE OF EDWARD A. SOKOLSKI
Internal Address: _____

Street Address: 3868 CARSON ST., SUITE 105

City: TORRANCE State: CA Zip: 90503

6. Total number of applications and registrations involved: 2

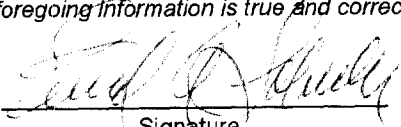
7. Total fee (37 CFR 3.41)..... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-3129 (ANY DEFICIENCIES ONLY)
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

EDWARD A. SOKOLSKI
Name of Person Signing


Signature

1/9/02
Date

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

02/27/2002 DBYRNE 00000119 76273765
40.00 MB documents to be recorded with required cover sheet information to:
25.00 DP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF REGISTERED TRADEMARKS is made this ____ day of November, 2001 by and between **TIDEWATER PUBLICATION SERVICES, INC.**, a Florida corporation (the "Assignor"), and **PLASTICS AUXILIARIES LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of certain trademarks and the good will appurtenant thereto and certain trademark registrations therefor, which trademarks and registrations are listed and described in ANNEX "A" attached hereto (the "Marks") and;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Marks and registrations;

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignors, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and Assignee does hereby accept the entire right, title and interest in and to the Marks and registrations therefor, together with the good will appurtenant thereto and the right to sue and recover for any past, present or future infringement of the Marks, and the entire right, title and interest in and to any equity arising out of such infringement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Registered Trademarks on the date first above written.


"ASSIGNEE"

PLASTICS AUXILIARIES LLC

By: _____
Name: William F. Cobert
Title: President, CEO

"ASSIGNOR"

**TIDEWATER PUBLICATION
SERVICES, INC.**

By: 
Name: Wade W. Foster
Title: President

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

STATE OF Florida)
)
COUNTY OF ^{ss} Palm Beach)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this 15th day of November, 2001 by M. Riky who being duly sworn, did say that he/she is the President of Tidewater Publication Services, Inc., a Florida corporation, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Donita K. Smith

Notary Public



My commission expires: 1/24/03

STATE OF _____)
)
COUNTY OF _____)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this _____ day of November, 2001, by William F. Cobert, who being duly sworn, did say that he is the President of Plastics Auxiliaries LLC, a Delaware limited liability company, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Notary Public

My commission expires: _____

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF REGISTERED TRADEMARKS is made this 15 day of November, 2001 by and between TIDEWATER PUBLICATION SERVICES, INC., a Florida corporation (the "Assignor"), and PLASTICS AUXILIARIES LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of certain trademarks and the good will appurtenant thereto and certain trademark registrations therefor, which trademarks and registrations are listed and described in ANNEX "A" attached hereto (the "Marks") and;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Marks and registrations;

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignors, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and Assignee does hereby accept the entire right, title and interest in and to the Marks and registrations therefor, together with the good will appurtenant thereto and the right to sue and recover for any past, present or future infringement of the Marks, and the entire right, title and interest in and to any equity arising out of such infringement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Registered Trademarks on the date first above written.

"ASSIGNEE"

PLASTICS AUXILIARIES LLC

By: William F. Cobert

Name: William F. Cobert

Title: President, CEO

"ASSIGNOR"

TIDEWATER PUBLICATION SERVICES, INC.

By: _____

Name: _____

Title: _____

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

STATE OF _____)

)ss

COUNTY OF _____)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this _____ day of November, 2001 by _____ who being duly sworn, did say that he/she is the _____ of Tidewater Publication Services, Inc., a _____ corporation, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Notary Public

My commission expires: _____

STATE OF CALIFORNIA)

)ss

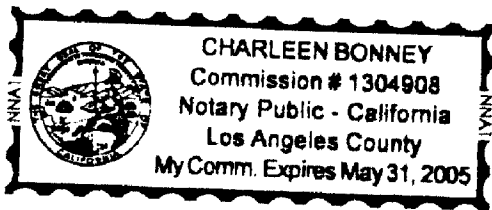
COUNTY OF LOS ANGELES)

The foregoing Assignment and Assumption of Registered Trademarks was acknowledged before me this 15TH day of November, 2001, by William F. Cobert, who being duly sworn, did say that he is the President of Plastics Auxiliaries LLC, a Delaware limited liability company, and has executed this Assignment and Assumption of Registered Trademarks on behalf of such company.

Charleen Bonney

Notary Public

My commission expires: MAY 31, 2005



ANNEX A

TRADEMARKS

| <u>Trademark</u> | <u>Serial/Registration Number</u> | <u>Expiration</u> |
|----------------------------------|-----------------------------------|------------------------------|
| Plastics Auxiliaries | (Registration) 2,208,000 | 12/08/08 |
| Plastics Auxiliaries & Machinery | (Serial) 76,273,765 | (ITU filed June 19, 2001) |