

04-08-2002



To the Honorable Assistant Secretary
original document(s) or copy(ies)

102047789

Patent and Trademarks: Please record the attached

1. Name of conveying party(ies):
Security Plastics Holdings, Inc. and Security Plastics, Inc.

- Individual(s) Association
- General Partnership Limited Partnership (Florida)
- Corporation-State/Florida
- Other

3-13-02

Additional name(s) of conveying party(ies) attached?

Yes or No?

3. Nature of conveyance:

- Assignment of Interest Merger
- Security Agreement Change of Name
- Other

Execution Date: February 7, 2002

2. Name and address of receiving party(ies):
Name: SP Division-NMC, LLC

Street Address 14427 N.W. 60th Avenue
Miami Lakes, Florida 33014

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership (Florida)
- Corporation (Florida)
- Other

If assignee is not domiciled in the United States, a domestic

Representative designation is attached: Yes or No?
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes or No?

OFFICE OF PLINT TO RECORD
FINANCE SECTION
2002 MAR 13 AM 11:51

4. Application number(s) or registration number(s): Attorney Docket No.: 52468.010100

A. Trademark Application No.(s):

B. Trademark Registration No.(s) 740,557; 1,684,693;
1,695,782; 1,602,851; 1,602,850

Additional numbers attached? Yes or No?

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

Name: Manuel R. Valcarcel, Esq.
Internal Address:
Street Address: 1221 Brickell Avenue
City: Miami, State: Florida ZIP: 33131

6. Total number of applications and registrations
involved: 5

7. Total fee (37 C.F.R. § 3.41).....\$140.00

- Enclosed
- Authorized any deficiency to be charged to
deposit account

8. Deposit account Number: 50-1792

(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.

Manuel R. Valcarcel, Esq.
Name of Person Signing

Signature

3/11/02
Date

Total number of pages including cover sheet(s): 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Commissioner and Assistant Secretary of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

04/05/2002 TD1AZ1 00000082 740557

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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TRADEMARK ASSIGNMENT

WHEREAS, SECURITY PLASTICS HOLDINGS, INC. AND SECURITY PLASTICS, INC., each a Florida corporation having its principal offices located at 14427 N.W. 60th Avenue, Miami Lakes, Florida, 33014 and each, a Debtor and Debtor in Possession under jointly administered Case Nos. 01-18471-BKC-AJC, 01-18472-BKC-AJC, 01-18473-BKC-AJC, and 01-18474-BKC-AJC (collectively, the "Case") in the United States Bankruptcy Court in the Southern District of Florida (the "Bankruptcy Court") (collectively "ASSIGNOR"), own and/or use, and desire to transfer, all of their respective right, title and interest in and to the trademarks, service marks and registrations therefor specified in Schedule "A" attached hereto (each a "Mark" and collectively, the "Marks"); and

WHEREAS, SP DIVISION-NMC, LLC, a Florida limited liability company having its principal offices located at 14427 N.W. 60th Avenue, Miami Lakes, Florida 33014 ("ASSIGNEE"), is desirous of acquiring all right, title and interest in, to and under the Marks, and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby irrevocably sells, assigns, transfers and conveys unto ASSIGNEE, its successors and assigns, all right, title, and interest ASSIGNOR may have in and to: the Marks, including but not limited to all common law rights in, to and under the Marks; and any and all other rights in, to and under the Marks, together with the goodwill of the business symbolized by the Marks, ~~excluding, however, from such sale, assignment, transfer and conveyance hereunder, and reserving unto ASSIGNOR, all of the foregoing rights in, to and under the Marks and the goodwill of the business symbolized thereby, in the countries of Malaysia and/or Singapore; and provided, that the Marks and all rights assigned hereunder shall be subject to the License Agreements listed in Schedule B attached.~~

AND FURTHER, ASSIGNOR represents, warrants and covenants to ASSIGNEE, its successors and assigns, that it has full power and right to convey all rights assigned hereby to ASSIGNEE pursuant to the order of the Bankruptcy Court, and agrees with ASSIGNEE, its successors and assigns, that it has not and will not execute any writing or do any act whatsoever conflicting with these presents.

This Assignment shall be binding on the successors and assigns of the ASSIGNOR and to shall inure to the benefit of the successors and assigns, of ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR, by and through its undersigned duly authorized officer, has caused this Trademark Assignment to be executed on this 7th day of Feb., 2002.

ASSIGNOR:
SECURITY PLASTICS, INC.,
a Florida corporation

By Norman H. Cohan
Norman H. Cohan, President

STATE OF FLORIDA)
) SS:
COUNTY OF)

On this 7th day of February, 2002, personally appeared Norman H. Cohan, known to me to be the President of SECURITY PLASTICS, INC, a Florida corporation, the Assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received. He is personally known to me or who has produced _____ as identification.

**SCHEDULE "A"
MARKS**

Mark	Reg. No./Applc. Ser. No.	Class
A. U.S.		
1. Hetero-Cavity	Fed. Reg. No. 740,557	—
2. Hetero-Cavity	Fed. Reg. No. 1,684,693	40
3. Hetero-Cavity	Fed. Reg. No. 1,695,782	9, 11, 12, 19, 20
4. Miscellaneous Design	Fed. Reg. No. 1,602,851	37
5. Security Plastics, Inc.	Fed. Reg. No. 1,602,850	37
6. Security Plastics	None-All common law rights	—
B. GERMANY		
1. Hetero-Cavity	Reg. No. 1,016,180	—
C. MEXICO		
1. Hetero-Cavity	Reg. No. 626.301	07
2. Hetero-Cavity	Reg. No. 626.298	09
3. Hetero-Cavity	Reg. No. 626.297	11
4. Hetero-Cavity	Reg. No. 626.296	12
5. Hetero-Cavity	Reg. No. 626.300	20
6. Hetero-Cavity	Reg. No. 626.299	40
D. OFFICE FOR HARMONIZATION OF THE INTERNAL MARKET		
1. Hetero-Cavity	Reg. No. 001299270	—

SCHEDULE "B" LICENSES

1. That certain Software License Agreement dated November 30, 2001, by and among Security Plastics Holdings, Inc., Security Plastics Caribe, Inc., Security Plastics, Inc. and SPC Molding, Inc.
2. That certain Intellectual Property License Agreement, dated October 2001, by and among Security Plastics Holdings, Inc., Security Plastics Caribe, Inc., Security Plastics, Inc. and Molex Incorporated.

TRADEMARK

REEL: 002477 FRAME: 0091

3. That certain ~~Software License Agreement~~ dated November 19, 2001, by and among Security Plastics Holdings, Inc., Security Plastics Caribe, Inc., Security Plastics, Inc. and Molex Incorporated.
4. That certain ~~Intellectual Property License Agreement~~, dated February __, 2002, by and among Security Plastics Holdings, Inc., Security Plastics, Inc. and Petrana Holdings Sdn.Bhd, a Malaysian corporation.



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