

07-31-2002

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Pescor, Inc.

07-25-02

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

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

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address: Shai Patel, Mail Stop MA-DE 100-11A

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Banking Association

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 07/22/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,501,368 2,503,518

Additional number(s) attached Yes No

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

Name: Anna M. Kuzmik, Esq.

Internal Address: Sullivan & Cromwell

Street Address: 125 Broad Street

City: New York State: NY Zip: 10004

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:

DO NOT USE THIS SPACE

9. Signature.

DBYRNE 00000125 2501368

Anna M. Kuzmik, Esq.

Name of Person Signing

40.00 OP 25.00 OP

Signature

7-24-02

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 Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/30/2002 01 FC:481 02 FC:482

TRADEMARK REEL: 2552 FRAME: 0798

## TRADEMARK SECURITY INTEREST ASSIGNMENT

WHEREAS, **PESCOR, INC.**, a Delaware Corporation (the "Assignor"), has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Pledge and Security Agreement, dated July 22, 2002 (the "Security Agreement"), in favor of **FLEET NATIONAL BANK**, as Collateral Agent (as defined in the Security Agreement) (the "Assignee");


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, assign, and set over unto the Assignee, and grants to the Assignee for the benefit of the lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Security  
Interest Assignment to be duly executed by its officer thereunto duly authorized as of July 27,  
2002

**PESCOR, INC.**

By:   
\_\_\_\_\_

Name: *James M. Kratochvil*

Title: *E. V. P.*

**Schedule 1A**

**Pescor, Inc.  
United States Trademarks**

<b>Registration Number or Application Number</b>	<b>Mark</b>	<b>State or Country</b>	<b>Reg. Date</b>
<b>2,501,368</b>	Pescor Plastics	U.S.	10/30/01
<b>2,503,518</b>	Pescor Plastics Inc. Logo	U.S.	11/06/01
<b>59206</b>	Pescor Plastics Inc.	Texas	12/6/99
<b>59115</b>	Pescor Plastics Logo	Texas	10/18/99

CITY: New York )  
STATE OF: NY )  
TO WIT: )

**AFFIDAVIT OF EXECUTION**

I, Jeffrey M. Anderson, of the City of New York in the State of NY, a Notary Public duly appointed, make oath and say:

1. I was personally present and did see James M. Kratochvil, who is personally known to me to be the duly authorized signatory of **PESCOR, INC.**, a Delaware corporation (the "Corporation"), duly sign and execute the foregoing instrument for the purposes named therein.
2. That the instrument was executed at the City of New York, in the State of New York, and that I am the subscribing witness thereto.
3. That I know the said James M. Kratochvil and he/she is in my belief of the full age of twenty-one years.

SWORN BEFORE ME at the City of )  
New York in the State of New York, )  
this 21st day of July, 2002 )

Jeffrey M. Anderson )  
A Notary Public in and for the State of )  
NY )

**JEFFREY M. ANDERSON**  
Notary Public, State of New York  
No. 01AN6064981  
Qualified in Kings County  
Commission Expires October 9, 2005

**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CITY: New York )  
STATE OF: NY )  
TO WIT: )

I James M. Kratochvil, of the City of Evansville, in the State of Indiana, MAKE OATH AND SAY:

I am an officer or director or duly authorized signatory of **PESCOR, INC.**, a Delaware corporation (the "Corporation"), named in the within or annexed instrument.

I am authorized by the Corporation to execute the within instrument.

SWORN BEFORE ME at the City of New York, in the State of New York, this 21st day of July, 2002

Jeffrey M. Anderson

James M. Kratochvil

Title: EVP

**JEFFREY M. ANDERSON**  
**Notary Public, State of New York**  
**No. 01AN6064981**  
**Qualified in Kings County**  
**Commission Expires October 9, 2005**