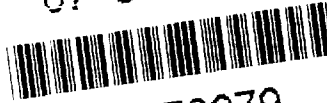


07-31-2002



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Tab settings

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

1. Name of conveying party(ies):

PMC, Inc.

7.26.02

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

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

2. Name and address of receiving party(ies)

Name: General Plastics Group, Inc.

Internal

Address:

Street Address: 55 LaFrance Avenue

City: Bloomfield State: NJ Zip: 07003

- 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

3. Nature of conveyance:

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

Execution Date: October 1, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,728,217

Additional number(s) attached Yes No

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

Name: Daniel D. Frohling

Internal Address: Pattishall, McAuliffe,
Newbury, Hilliard & Geraldson

Street Address: 311 S. Wacker Drive,
Suite 5000

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0650

(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.

Colin O'Brien
Name of Person Signing

Colin O'Brien
Signature

7/26/02
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/30/2002 GTDM11 00000131 1728217

01 FC:481

40.00 DP

CONTRIBUTION AGREEMENT

Between

PMC, INC.

and

GENERAL PLASTICS GROUP, INC.

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is made as of October 1, 1998 ("Effective Date") by and between PMC, Inc., a Delaware corporation ("PMC"), and General Plastics Group, Inc., a Delaware corporation (the "Company"), with reference to the following facts:

A. PMC is the shareholder of record of all of the issued and outstanding shares of common stock of General Plastics North Corporation, a Delaware corporation (the "GPNC Shares"), and General Plastics South Corporation, a Delaware corporation (the "GPSC Shares").

B. PMC wishes to transfer to the Company as a contribution to capital all of PMC's right, title and interest in and to the GPNC Shares and the GPSC Shares. The Company wishes to accept such contribution.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Contribution of Shares.** PMC does hereby assign and transfer to the Company as of the Effective Date all of PMC's right, title, and interest in and to the GPNC Shares and the GPSC Shares, free and clear of all liens, restrictions, mortgages or encumbrances of any nature.

2. **Representations and Warranties of PMC.** PMC represents and warrants to Company as follows:

a. **Organization and Authority.** PMC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

b. **Enforceability.** This Agreement constitutes the valid and legally binding obligation of PMC, enforceable in accordance with its terms and conditions, except to the extent enforceability may be limited or otherwise affected by general principles of equity or bankruptcy, insolvency, reorganization or similar laws relating to or generally affecting creditors' rights.

c. **Ownership.** PMC is the lawful, registered owner of the GPNC Shares and the GPSC Shares contributed hereunder, and such ownership is free and clear of all liens and encumbrances, and PMC has the right to sell and transfer the same.

3. **Indemnification.**

a. **Indemnification by Company.** In consideration of the transfer of the GPNC Shares and the GPSC Shares contributed hereunder by PMC, the Company agrees to indemnify, defend and hold harmless PMC, its affiliates and their respective directors, officers, shareholders, attorneys, employees, agents, successors, assigns and invitees, from and against any and all claims, actions, causes of action, damages, judgments, fines, penalties, costs, amounts paid in settlement, losses, expenses, fees, including all attorneys' fees and court costs actually incurred, and all other liabilities of any nature whatsoever, related to or arising out of the failure of the Company to comply with any of its obligations, covenants or agreements contained in this Agreement.

b. **Indemnification by PMC.** PMC hereby agrees to indemnify, defend and hold harmless Company, its affiliates and their respective directors, officers, shareholders, attorneys, employees, agents, successors, assigns and invitees, from and against any and all claims, actions, causes of action, damages, judgments, fines, penalties, costs, amounts paid in settlement, losses, expenses, fees, including all attorneys' fees and court costs actually incurred, and all other liabilities of any nature whatsoever, related to or arising out of the failure of the Company to comply with any of its obligations, covenants or agreements contained in this Agreement.

c. **Assumption of Defense.** If any litigation, action, suit, claim, demand, or administrative hearing, arbitration or other proceeding shall be commenced or asserted against PMC or Company with respect to which either party is indemnified hereunder, the indemnifying party shall be notified to that effect with reasonable promptness and shall have the right to assume the control and management of the defense, including compromise or settlement thereof, all at its own expense, including the employment of counsel. The indemnified party may employ additional counsel of its choice at its own expense. The obligation to defend the indemnified party shall include, without limitation, the burden and expense of defending all claims, suits and administrative proceedings, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same shall become due, any and all Damages incurred or owed by the indemnified party.

4. **Miscellaneous.**

a. **Survival.** All of the representations, warranties and covenants of the parties contained in this Agreement and the obligations of the parties under Section 6 shall survive the expiration or termination of this Agreement, the transfer of the Assets, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property (whether by sale foreclosure, deed in lieu of foreclosure or otherwise), and shall continue in full force and effect forever thereafter.

b. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party.

c. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

d. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.


e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (without giving effect to the law of conflicts) of the State of Delaware.

f. **Amendment.** This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement.

g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

PMC, INC.

By 

Title Chief Executive Officer

GENERAL PLASTICS GROUP, INC.

By 
Vice President

Title _____