10-16-2002

Form PTO-1594
1-31-92

RE

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OFFICE OF PUBLIC RECORDS
2002 OCT -9 AM 9:51
FINANCE SECTION

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

1. Name of conveying party(ies):

TPI Acquisition Subsidiary, Inc. 10-9-02

☐ Individuals ☐ Association
☐ General Partnership ☐ Limited Partnership
x Corporation - Delaware
☐ Other

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

2. Name and address of receiving party(ies):

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip Code: 10017

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
x Other Collateral Agent

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
x Security Interest ☐ Change of Name
☐ Other

Execution Date: April 30, 2002

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

A. Trademark Application No.(s)

75/533384
75/942726

Trademark Registration No.(s)

1781431	1124047	2229710	
1544443	2185780	1209711	2305696
1277523	2384653	951955	1380431
1502192	1950653	1132212	1504847
1393243	1504848	983571	1346137
1946553	1511770	516611	2187571
1504849	1314600	648068	1528240
2163141	1510124	1064454	2321884
1922078	1917956	740032	1296205
1546425	1733042	951370	1015801
1208332	1785537	1504845	1008815
896035	1016342	1510125	1521821
1612942	1016341	1509239	1337908
1715743	1504846	1337909	

Additional numbers attached? ☐ Yes x No

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 56

7. Total fee (37 CFR 3.41): $ 1415.00

x Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in case of deficiency)

(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.

Helen Bruno — Name of Person Signing
Signature
October 9, 2002 — Date

Total number of pages comprising cover sheet: 1

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

10/16/2002 LMEILLER 00000140 75533384
01 FC:8521 40.00 OP
02 FC:8522 1375.00 OP

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, TPI Acquisition Subsidiary, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined in the Security Agreement referred to below) identified in Schedule 1 annexed hereto;

WHEREAS, Tekni-Plex, Inc., certain Lenders and JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Agent for such Lenders, are parties to a Credit Agreement, dated as of June 21, 2000 (as the same may be amended and in effect from time to time among said parties and such lenders (the "Lenders") as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, dated as of June 21, 2000 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor, the other grantors from time to time party hereto and JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York) as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of such secured parties a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure 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, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark, including, without limitation, each Trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License, including, without limitation, each Trademark License identified in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of April, 2002.

TPI ACQUISITION SUBSIDIARY, INC.

By: _____
Name: F. Patrick Smith
Title: Chief Executive Officer

Acknowledged:

JPMORGAN CHASE BANK (f/k/a Morgan Guaranty Trust Company of New York), as Agent

By: _____
Name:
Title:

NEWYORK 829452 v3 (2K)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of April, 2002.

TPI ACQUISITION SUBSIDIARY, INC.

By:_____
Name:
Title:

Acknowledged:

JPMORGAN CHASE BANK (f/k/a Morgan Guaranty Trust Company of New York), as Agent

By:_____
Name: Ann J. Boucher
Title: Vice President

NEWYORK 829452 (2K)

EXHIBIT A

Garden Hose Transferred Intellectual Property

SCHEDULE 1 – PATENTS

United States – Issued

Patent No.	Filed	Issued	Title
5626369	5/10/95	5/06/97	HOSE ASSEMBLY, INTERNALLY THREADED MEMBER THEREFOR AND METHODS OF MAKING SAME
5894866	7/31/97	4/20/99	GARDEN HOSE ASSEMBLY HAVING HOLDING MEANS ADAPTED TO BE COILED AROUND AN ASSOCIATED SUPPORT AND METHOD OF MAKING SAME
6021818 (divisional of 5894866)	3/18/99	2/08/00	GARDEN HOSE ASSEMBLY HAVING HOLDING MEANS ADAPTED TO BE COILED AROUND AN ASSOCIATED SUPPORT AND METHOD OF MAKING SAME
6135282	12/18/97	10/24/00	HOSE PACKAGE AND METHOD OF MAKING AND BLANK COMPRISING SAME

United States – Pending

Serial No.	Filed	Title
09/800197 (divisional of 09/430,787-abandoned)	3/6/01	HOSE WITH INTEGRAL VALVE

Canada – Pending

Serial No.	Filed	Title
2323953	10/19/00	HOSE WITH INTEGRAL VALVE

United States – Unfiled Patent Disclosures Pertaining To Garden Hose Business

Docket no.	Inventor	Title
01-08	Kevin C. Assenheimer	SOAKER/WEEPER COMBINATION HOSE
01-11	Leonard D. Horst	HOSE COVER HEAD DESIGN FOR SOFT FEEL SURFACE EFFECT

SCHEDULE 2 – TRADEMARKS

United States – Registered

Trademark	Reg. No.	Reg. Date	Goods
AMERICAN PRIDE	1781431	7/13/93	Water Hose
AMERICAN	1544443	6/20/89	Marine Hoses
YACHTSMAN			
CHERRY	1277523	5/8/84	Garden Hose
COMPETITOR	1502192	8/30/88	Industrial Hoses

Trademark	Reg. No.	Reg. Date	Goods
COUNTRY CLUB	1393243	5/13/86	High Volume, Reinforced, Heavy Duty Watering Hose for Commercial Turf Applications
CRYSTALFLEX	1946553	1/9/96	Garden Hose
DIAMOND BACK	1504849	9/20/88	Lawn and Garden Hoses
DURABAND	2163141	6/9/98	Containers for Garden Hose
DURADISC	1922078	9/26/95	Flexible Sheet Plastic Discs used as Packaging Containers for Garden Hose
EARTH QUENCHER	1546425	7/4/89	Soaker Hoses
FAIRLAWN	1208332	9/14/82	Lawn and Garden Hose
FLAT LINE DESIGN	896,035	8/4/70	Garden Hose
FLEXMATE	1612942	9/11/90	Garden Hose
FLEXLITE	1715743	9/15/92	Primarily Non-Metal Water Hoses for Marine and Camping Uses
FORMULA Z7 DESIGN	1008815	4/15/75	Hose
GARDENFLEX	2321884	2/22/00	Fluid Conveying Hose
GRIPPER	1346137	7/2/85	Rubber or Plastic Lawn or Garden Hose Fittings sold as Components of Lawn and Garden Hoses for the Rapid Coupling and Uncoupling of Lawn and Garden Hoses
HERITAGE	1124047	8/14/79	Lawn and Garden Hose
HOZE-O-SAURUS	2185780	9/1/98	Garden Hose
HOZERAP	2384653	9/12/00	Extension for Lawn and Garden Hose
KEEP GROWING WITH SWAN	1950653	1/23/96	Garden Hose
LAWNFLEX	1504848	9/20/88	Lawn and Garden Hoses
MAXFLEX	1511770	11/8/88	Lawn and Garden Hoses
MEDALLION	1314600	1/15/85	Lawn and Garden Hose
MORFLEX	1510124	10/25/88	Lawn and Garden Hoses
PERFECT GARDENER	1917956	9/12/95	Garden Hose
PERMAFLOW	1733042	11/17/92	Garden Hose
PREM-AIRE	1785537	8/3/93	Non-Metal Air Hose for Use in the Construction Industry to Operate Air Tools
PRESSURE GUARD	1016342	7/22/75	Lawn and Garden Hose
PRESSURE MASTER	1016341	7/22/75	Lawn and Garden Hose
PROFLEX	1504846	9/20/88	Lawn and Garden Hoses
REFLEX	1521821	1/24/89	Lawn and Garden Hoses
RV3	1296205	9/18/84	Lawn and Garden Hose
SAFEWATER	2187571	9/8/98	Extension for Lawn and Garden Hose
SEAL-TITE	2229710	3/2/99	Metal Couplings as a Component of Lawn and Garden Hose
SENTINEL	1209711	9/21/82	Plastic and/or Rubber Hose namely, High, Low and Intermediate Pressure Hose, Reinforced and Unreinforced for Use as Lawn and Garden Hose, Washer Inlet Hose, Utility Hose, Drain Hose, Water Meter Hose and the Like
SIGNET BY SWAN	951955	1/30/73	Lawn and Garden Hose
SOFT & SUPPLE	1132212	4/1/80	Lawn and Garden Hose
SOFT & SUPPLE	983571	5/7/74	Lawn and Garden Hose
DESIGN			

Trademark	Reg. No.	Reg. Date	Goods
SUPPLEX	516611	10/18/49	Garden Hose made of Plastic, Synthetic Elastomers or Natural Rubber or Combinations Thereof
SUPPLEX	648068	7/9/57	Plastic Pipe and Tubing for the Transportation of Water or Other Liquids
SUPREME	1064454	4/26/77	Lawn and Garden Hose
SWAN	740032	10/30/62	Hose Comprising Lawn and Garden Hose and Sprinkler, Welding, Utility, Drain, Water, Mixer and Inlet Hoses
SWAN AND DESIGN	951370	1/23/73	Hose for Conveying Fluids
THERM-O-BLUE	1504845	9/20/88	Industrial Hoses
THERMOFLEX	1510125	10/25/88	Lawn and Garden Hoses
TURBOFLEX	1509239	10/18/88	Lawn and Garden Hoses
WEATHER GUARD	1337909	5/28/85	Lawn and Garden Here
WEATHER MASTER	1337908	5/28/85	Lawn and Garden Hose
WEATHER-FLEX	1015801	7/15/75	Lawn and Garden Hose
WEATHERFLEX	1528240	3/7/89	Lawn and Garden Hoses
YARD GARD	2305696	1/4/00	Garden Hose
YARD MATE	1380431	1/28/86	Fluid Conveying Hose for Washing, Watering, Sprinkling and Soaking
YARDFLEX	1504847	9/20/88	Lawn and Garden Hose

Canada – Registered

Trademark	Reg. No.	Reg. Date	Goods
GREENMATE	433912	9/30/94	Lawn and Garden Hose

United States – Pending Applications

Trademark	Serial No.	Date Filed	Goods
NATURE'S CHOICE	75/533384	8/10/98	Garden Hose
CONTRACTOR'S CHOICE	75/942726	3/3/00	Fluid Conveying Hose

United States – Not Filed

Trademark	Docket No.	Goods
SPRAY MASTER	TMA-23	Lawn Sprinkler
YARDMIST	TMA-24	Irrigation System