01-23-2003

102344397

1-23-03

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

RECORDATION FORM

TRADEMARKS ONLY

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

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

U.S. Plastic Lumber IP Corporation

1-23-03

☐ 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: Guaranty Business Credit Corporation
Internal Address: _____

Street Address: 333 S. Grand Ave, Suite1650

City: Los Angeles State: CA Zip: 90071

☐ 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: December 19, 2002

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

A. Trademark Application No.(s)

76/323,087
~~76/327,199~~

B. Trademark Registration No.(s)

See SCHEDULE 1-A attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Orrick Herrington & Sutcliffe LLP

Internal Address: Att: Kathryn Villalobos

Street Address: 777 S. Figueroa St. 32nd Fl.

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41)..... $615

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

_____

(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.

Kathryn Villalobos, paralegal — Name of Person Signing
KVil — Signature
1/13/03 — Date

Total number of pages including cover sheet, attachments, and document: 10

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

01/24/2003 GTON11 00000024 76323087
01 FC:8521 40.00 OP
02 FC:8522 575.00 OP

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Jurisdiction	Reg. Date	Reg. No.
TRIMAX	U.S.	03/03/92	1,677639
RECYCLEMAID	U.S.	11/03/92	1,730,180
CLEAN EARTH	U.S.	12/15/92	1,740,437
RECYCLEDESIGN	U.S.	03/03/93	1,785,567
GLOBAL GARDEN (STYLIZED)	U.S.	11/23/93	1,806,131
DURAWOOD	U.S.	04/02/96	1,965,161
SMARTTRIM	U.S.	10/21/97	2,107,201
SMARTDECK	U.S.	11/18/97	2,114,015
GRIP-GUARD	U.S.	05/12/98	2,156,630
CRUSH-GUARD	U.S.	08/11/98	2,180,208
CAREFREE DECKING SYSTEM	U.S.	02/16/99	2,223,909
MISCELLANEOUS DESIGN (USPL LOGO)	U.S.	03/09/99	2,230,266
DURATIE	U.S.	04/27/99	2,241,593
INTEGRATED TECHNICAL SERVICES	U.S.	03/28/00	2,338,253
CYCLEWOOD	U.S.	04/11/00	2,340,492
CAREFREE BUILDING PRODUCTS AND DESIGN	U.S.	05/30/00	2,353,629

TRADEMARK
REEL: 002654 FRAME: 0496

NO-HASSLE DECKING	U.S.	08/20/02	2,609,410
NO-HASSLE DECKING & RAILING	U.S.	08/20/02	2,609,411
NO-HASSLE RAILING	U.S.	08/27/02	2,612,276
DURAPACK	U.S.	12/16/97	2,121,621
GREAT XTERIORS DECKING SYSTEM	U.S.	03/26/02	2,552,688
CAREFREE XTERIORS	U.S.	04/23/02	2,563,723

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 19, 2002 is executed by U.S. PLASTIC LUMBER IP CORPORATION ("USPL IP"), in favor of GUARANTY BUSINESS CREDIT CORPORATION. ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") among U.S. Plastic Lumber Ltd. ("Borrower") and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. As a condition to Lender entering into the Loan Agreement, USPL IP has guaranteed the obligations of Borrower under the Loan Agreement, which guaranty is secured by among other things, a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender;

C. USPL IP owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents"); and

D. Pursuant to the Security Agreement, USPL IP has granted to Lender a security interest in all right, title and interest of USPL IP in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, USPL IP does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

USPL IP does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby 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.

Lender's address is:

Guaranty Business Credit Corporation
333 South Grand Avenue, Suite 1650
Los Angeles, California 90071

[Signature Page Follows]

TRADEMARK
REEL: 002654 FRAME: 0499

IN WITNESS WHEREOF, USPL IP has caused this Assignment to be executed as of the day and year first above written.

U.S. PLASTIC LUMBER IP CORPORATION

By: _____
Name: Bruce C. Rosetto
Title: President and Secretary

DOCSLA1:432166

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On NOVEMBER 26, 2002, before me, KATHRYN VILLALOBOS, NOTARY PUBLIC
(Name and Title of Officer)

personally appeared BRUCE C. ROSETTO

☐ personally known to me
-or-
☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathryn Villalobos
Signature Of Notary

KATHRYN VILLALOBOS
COMM. #1329396
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Nov. 27, 2005

QRS-1 QRS-1

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

DOCSLA1:432166. 1

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Jurisdiction	Reg. Date	Reg. No.
TRIMAX	U.S.	03/03/92	1,677639
RECYCLEMAID	U.S.	11/03/92	1,730,180
CLEAN EARTH	U.S.	12/15/92	1,740,437
RECYCLEDESIGN	U.S.	03/03/93	1,785,567
GLOBAL GARDEN (STYLIZED)	U.S.	11/23/93	1,806,131
DURAWOOD	U.S.	04/02/96	1,965,161
SMARTTRIM	U.S.	10/21/97	2,107,201
SMARTDECK	U.S.	11/18/97	2,114,015
GRIP-GUARD	U.S.	05/12/98	2,156,630
CRUSH-GUARD	U.S.	08/11/98	2,180,208
CAREFREE DECKING SYSTEM	U.S.	02/16/99	2,223,909
MISCELLANEOUS DESIGN (USPL LOGO)	U.S.	03/09/99	2,230,266
DURATIE	U.S.	04/27/99	2,241,593
INTEGRATED TECHNICAL SERVICES	U.S.	03/28/00	2,338,253
CYCLEWOOD	U.S.	04/11/00	2,340,492
CAREFREE BUILDING PRODUCTS AND DESIGN	U.S.	05/30/00	2,353,629

NO-HASSLE DECKING	U.S.	08/20/02	2,609,410
NO-HASSLE DECKING & RAILING	U.S.	08/20/02	2,609,411
NO-HASSLE RAILING	U.S.	08/27/02	2,612,276
DURAPACK	U.S.	12/16/97	2,121,621
GREAT XTERIORS DECKING SYSTEM	U.S.	03/26/02	2,552,688
CAREFREE XTERIORS	U.S.	04/23/02	2,563,723

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Reg. Date	Serial No.
CAREFREE PROJECT CENTER	U.S.	10/05/99	75/814,817 (Abandoned)
USPL-50	U.S.	05/14/01	76/255,875 (Abandoned)
USPL-10	U.S.	05/14/01	76/255,876 (Abandoned)
CYCLEX	U.S.	10/09/01	76/323,087 (Refusal)
IT'S NOTHING IF NOT CAREFREE	U.S.	10/19/01	76/327,199 (Non-Final Action)
THE PROCESS OF RECYCLING FOR LIFE	U.S.	10/30/01	76/331,409 (Abandoned)

RECORDED: 01/23/2003

TRADEMARK
REEL: 002654 FRAME: 0504