

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMC, Inc.		10/01/1998	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Plastics Group, Inc.
Street Address:	55 La France Avenue
City:	Bloomfield
State/Country:	NEW JERSEY
Postal Code:	07003
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	0768963	GENTAL
Registration Number:	0651427	DURA-SLEEVE
Registration Number:	0805854	FRAY CHECK
Registration Number:	0645982	GENCOTE
Registration Number:	0635386	GENTON

CORRESPONDENCE DATA	
Fax Number:	(312)674-4779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312/674-4780
Email:	dfrohling@loeb.com
Correspondent Name:	Daniel D. Frohling
Address Line 1:	200 South Wacker Drive
Address Line 2:	Suite 3100
Address Line 4:	Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	466800-00116
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NAME OF SUBMITTER:	Daniel D. Frohling
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TRADEMARK

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REEL: 002824 FRAME: 0915

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Total Attachments: 4
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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.

