


12-15-2003

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Form PTO-1594 1-31-92	 102622623	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Burlington Resins, Inc. FINANCE SECTION</p> <p><input type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York)</u></p> <p>Internal Address: Street Address: <u>270 Park Avenue</u> City: <u>New York</u> State: <u>New York</u> Zip Code: <u>10017</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership - _____ <input type="checkbox"/> Corporation _____ <input checked="" type="checkbox"/> Other <u>Collateral Agent</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>November 21, 2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>Trademark Registration No.(s) 1230020</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Helen Bruno, Senior Legal Assistant</u> Internal Address: <u>White & Case LLP</u></p> <p>Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10036</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>23-1705 (in case of deficiency)</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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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 [Signature] December 8, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

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

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ANNEX K
to
SECURITY AGREEMENT

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Burlington Resins, Inc., a Delaware corporation (the "Grantor") with principal offices at 260 N. Denton Tap Road, Ste 150, Coppell, Texas 75019, hereby grants to JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 21, 2000, and amended and restated as of November 2, 2003 (as further amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

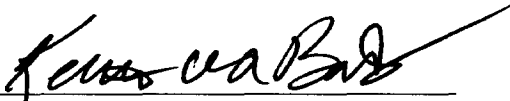
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

21 day of November, 2003.

Burlington Resins, Inc., Grantor

By



Name: Kenneth Baker

Title:

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

By

Name: Kimberly Turner

Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

21 day of November, 2003.

Burlington Resins, Inc., Grantor

By _____
Name:
Title:

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

By Kimberly Turner
Name: Kimberly Turner
Title: Vice President

SCHEDULE A

Mark

Ser. or Reg. No.

FABRA-TEX

1,230,020