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Form PTO-1594 (Rev. 10/02)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Plastic Specialties and Technologies Investments, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Delaware </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) Name: HSBC Bank USA, as Collateral Agent Internal Address: _____ Street Address: 452 Fifth Avenue City: New York State: NY Zip: 10018</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-State New York <input checked="" type="checkbox"/> Other banking corporation and trust company </p> <p><small>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 checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: 11/21/2003</p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</p>	<p>B. Trademark Registration No.(s) _____ <u>2,110,026</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Rosalind Rodburg Internal Address: _____ _____ Street Address: Latham & Watkins 885 3rd Avenue City: New York State: NY Zip: 10022</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00</p> <p> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number: _____</p>
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9. Signature. 40.00

Rosalind Rodburg _____
 Name of Person Signing Signature Date

1/6/04

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



01-08-2004

U.S. Patent & TMO/c/TM Mail Ropt Dt. #66

TRADEMARK
REEL: 002898 FRAME: 0103

GRANT OF SECURITY INTEREST
IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Plastic Specialties and Technologies Investments, Inc., a Delaware corporation (the "Grantor") with principal offices at 260 North Denton Tap Rd., Suite 150, Coppel, Texas 75019, hereby grants to HSBC Bank USA, as Collateral Agent, with offices at 452 Fifth Avenue, New York, New York 10018, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the 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 Second Lien 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 Note Obligations of the Grantor, as such term is defined in the Second Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 21, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Second Lien Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Second Lien 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 Second Lien Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Second Lien 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 Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

Pursuant to the terms of the Indenture (as defined in the Second Lien Security Agreement), the security interest granted herein shall in all circumstances prior to the Priority Lien Satisfaction Date (as defined in the Second Lien Security Agreement) be junior and subordinate in ranking to all Priority Liens (as defined in the Second Lien Security Agreement).

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ___ day of November, 2003.

PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC.

By: *Kenneth W. R. Baker*
Name: Kenneth W. R. Baker
Title: President

State of Texas

County of Denton

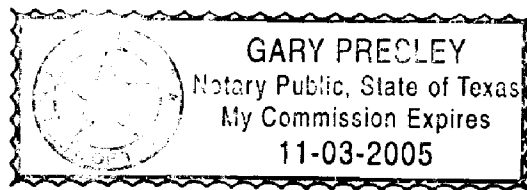
11/19, 2003

Then personally appeared the above named Kenneth Baker of PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC., and acknowledged the forgoing instrument to be his free act and deed as _____ of PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC., before me,

Gary Precley

Notary Public

My commission expires: 11-03-05



Active U.S. Federal Trademark Registrations

OWNER	MARK	Reg. No	Reg. Date
Plastic Specialties and Technologies Investments, Inc.	FLEXRITE	2,110,026	10/28/1997

NON-US MARKS AND APPLICATIONS

Entity	Mark	App. No.	Reg. No.	Jurisdiction	Status	File Date	Reg. Date
Plastic Specialties and Technologies Investments, Inc.	COLORITE WATERWORKS	821,631	480715	Canada	Registered	08/26/1996	08/15/1997
Plastic Specialties and Technologies Investments, Inc.	FLEXRITE	850277	496007	Canada	Registered	07/09/1997	06/15/1998
Plastic Specialties and Technologies Investments, Inc.	COLOR-BRITE	823859	482677	Canada	Registered	09/23/1996	09/19/1997
Plastic Specialties and Technologies Investments, Inc.	COLORITE	266,852		Mexico	Pending	06/28/1996	
Plastic Specialties and Technologies Investments, Inc.	COLORITE	201,392	201,392	European Union (CTM)	Registered	04/01/1996	06/30/1998
Plastic Specialties and Technologies Investments, Inc.	COLORITE	821,632	480717	Canada	Registered	08/26/1996	08/15/1997

TRADEMARK