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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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.

1. Name of conveying party(ies):

TP/ELM Acquisition Subsidiary, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware

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

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

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York Other banking corporation and trust company

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: 11/21/2003

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

A. Trademark Application No.(s) See attached Schedule A

B. Trademark Registration No.(s) See attached Schedule A

Additional number(s) attached Yes No

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

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Rosalind Rodburg

Name of Person Signing

Signature

Date 1/6/04

01/16/2004 DBYRNE 00000115 1265263

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

01 FC:8521 02 FC:8522

40.00 100.00

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

Schedule A

Active U.S. Federal Trademark Registrations

OWNER	MARK	Reg. No	Reg. Date
TP/ELM Acquisition Subsidiary, Inc.	TUFF STUFF	1,285,283	07/10/1984
TP/ELM Acquisition Subsidiary, Inc.	TUFF STUFF and Design	2,368,983	07/18/2000
TP/ELM Acquisition Subsidiary, Inc.	TUFF STUFF and Design	2,215,093	12/29/1998
TP/ELM Acquisition Subsidiary, Inc.	TUFF STUFF FOAMPLATES	1,284,374	07/3/1984

OWNER	MARK	Application. No	Application. Date
TP/ELM Acquisition Subsidiary, Inc.	ECOWARE	75/160,649	08/29/1996

GRANT OF SECURITY INTEREST
IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TP/Elm Acquisition Subsidiary, Inc., a Delaware corporation (the "Grantor") with principal offices at 260 North Denton Tap Rd., Suite 150, Coppell, 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.

TP-ELM ACQUISITION SUBSIDIARY, INC.

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

State of Texas

County of Denton

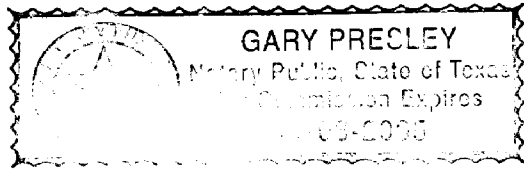
11/19, 2003

Then personally appeared the above named *Kenneth Baker* of TP-ELM ACQUISITION SUBSIDIARY, INC., and acknowledged the foregoing instrument to be his free act and deed as _____ of TP-ELM ACQUISITION SUBSIDIARY, INC., before me,

Gary Presley

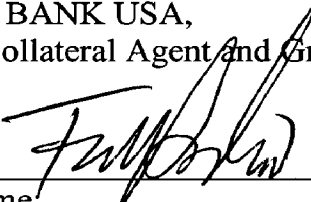
Notary Public

My commission expires: 11-03-05




IN WITNESS WHEREOF, the undersigned has executed this Grant of Trademark Security Interest as of the ____ day of November, 2003.

HSBC BANK USA,
as Collateral Agent and Grantee

By 
Name: FRANK J. GODINO
Title: Vice President

STATE OF New York)
) ss:
COUNTY OF New York)

On this 21st day of November, 2003, before me personally came Frank J. Godino who, being by me duly sworn, did state as follows: that he is V.P. of HSBC Bank USA, that he is authorized to execute the foregoing Grant of Trademark Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

MARCIA MARKOWSKI
No. 24-01764761665
Notary Public, State of New York
Qualified in Kings County
Commission Expires 11-30-06

Schedule A

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