

01-20-2004



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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): 1-8-04 Plastic Specialties and Technologies, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State [ ] Other Delaware Additional name(s) of conveying party(ies) attached? [ ] Yes [x] 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 [x] 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 [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] 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 [x] 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: 28 7. Total fee (37 CFR 3.41) \$ 715.00 [x] 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] Signature [1/6/04] Date

01/16/2004 BYRNE 00000110 78085818 40.00 OP 675.00 OP

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

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

**Active U.S. Federal Trademark Applications**

OWNER	MARK	Application No.	Application Date
Plastic Specialties and Technologies, Inc	COLORITE FLOORWORKS	78/085,818	09/27/2001
Plastic Specialties and Technologies, Inc.	ANTI-BAC	78/313,209	10/14/2003
Plastic Specialties and Technologies, Inc.	ANTI-BAC and Design	78/322,153	11/03/2003
Plastic Specialties and Technologies, Inc.	KINK FREE	78/322,142	11/03/2003

**Active U.S. Federal Trademark Registrations**

OWNER	MARK	Reg. No	Reg. Date
Plastic Specialties and Technologies, Inc	FLEETWOOD	792,574	07/13/1965
Plastic Specialties and Technologies, Inc	COLORSPASH	2,597,702	06/11/2001
Plastic Specialties and Technologies, Inc	WATER COLORS	2,581,037	07/13/2000
Plastic Specialties and Technologies, Inc.	COLORITE	653,086	12/15/1957
Plastic Specialties and Technologies, Inc.	COLORITE and Design	1,007,883	04/01/1975
Plastic Specialties and Technologies, Inc.	COLOR-BRITE	1,668,518	12/17/1991
Plastic Specialties and Technologies, Inc.	ABLEX	729,302	04/03/1962
Plastic Specialties and Technologies, Inc.	A-FLEX TUBING	1,808,473	11/30/1993
Plastic Specialties and Technologies, Inc.	COLORITE WATERWORKS	1,628,320	12/18/1990
Plastic Specialties and Technologies, Inc.	CP & Design	1,488,020	05/17/1988
Plastic Specialties And Technologies, Inc.	DUROLAST	2,037,827	02/11/1997
Plastic Specialties and Technologies, Inc.	FINGERTITE	1,838,680	06/07/1994
Plastic Specialties and Technologies, Inc.	GERING	773,898	07/28/1964
Plastic Specialties and Technologies, Inc.	GLADE	792,573	07/13/1965
Plastic Specialties and Technologies, Inc.	HEAVY SILVER	1,355,348	08/20/1985
Plastic Specialties and Technologies, Inc.	HOSE LINKS	1,645,242	05/21/1991
Plastic Specialties and Technologies, Inc.	PLASMED	1,296,200	09/18/1984
Plastic Specialties And Technologies, Inc.	SOFT'N FLEXIBLE	1,856,460	09/27/1994
Plastic Specialties and Technologies, Inc.	SPIRALCAST	1,512,689	11/15/1988
Plastic Specialties and Technologies, Inc.	SUNSHIELD and Design	1,175,146	10/27/1981
Plastic Specialties and Technologies, Inc.	THERMO-RUBBER	1,005,819	03/04/1975
Plastic Specialties and Technologies, Inc.	ULTRALITE	1,825,140	03/08/1994
Plastic Specialties and Technologies, Inc.	UNICHEM	1,486,598	05/03/1988
Plastic Specialties and Technologies, Inc.	XL FORMULA 100	857,487	09/24/1968

GRANT OF SECURITY INTEREST  
IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Plastic Specialties and Technologies, 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, INC.

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

State of Texas

County of Denton

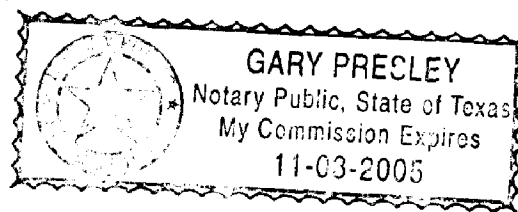
11/19, 2003

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

*Gary Presley*

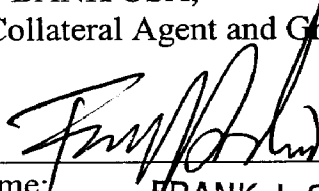
Notary Public

My commission expires: 11-03-05



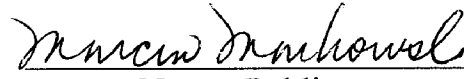
IN WITNESS WHEREOF, the undersigned has executed this Grant of Trademark Security Interest as of the \_\_\_\_ day of November, 2003.

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 21<sup>st</sup> 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. 24-01MA4751665  
Notary Public, State of New York  
Qualified in Kings County  
Commission Expires 11-30-06