

06-23-2004



102774255

Form PTO-1594  
1-31-92

RECORDATION FOR  
**TRADEMARK**

NT OF COMMERCE  
emark Office

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

1. Name of conveying party(ies): Fortune Plastics, Inc.  
*2004 JUN 18 AM 10:17*  
*FINANCE SECTION*  
 Individuals  
 General Partnership -  
 Corporation-State - Connecticut  
 Other  
*6.18.04*  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Allied Irish Banks, P.L.C.  
Internal Address: \_\_\_\_\_  
Street Address: Bankcentre, Ballsbridge  
City: Dublin Country: Ireland ZIP: 4  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other Collateral Agent

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  
 Security Interest  
 Other \_\_\_\_\_  
 Merger  
 Change of Name  
Execution Date: March 11, 2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
78/336323  
Additional numbers attached?  Yes  No

Trademark Registration No.(s)  
1608218, 2642459, 2617925, 2617924, 2624000, and 1044829

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Elizabeth A. Nunn, Senior Legal Assistant  
Internal Address: White & Case LLP  
Street Address: 1155 Avenue of the Americas  
City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 7

7. Total fee (37 CFR 3.41): ..... \$ 190.00  
 Enclosed  
Authorized to be charged to deposit account

8. Deposit account number:  
23-1705 (in event of deficiency)  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.*  
Elizabeth A. Nunn *Elizabeth A. Nunn* June, 2004  
Name of Person Signing Signature Date  
Total number of pages comprising cover sheet: 9

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

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
**Director of US Patent and Trademark Office**  
**PO Box 1450**  
**Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

06/22/2004 ECDOPER 00000106 78336323

01 FC:8521 40.00 OP  
02 FC:8522 150.00 OP

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, FORTUNE PLASTICS, INC. (sometimes also known as Fortune Plastics, Incorporated), a Connecticut corporation (the "Grantor") with principal offices at 325 Chestnut Street, Suite 909, Philadelphia, PA 19106, hereby grants to ALLIED IRISH BANKS, P.L.C. (successor to Deutsche Bank AG London), as Collateral Agent, with principal offices at Bankcentre, Ballsbridge, Dublin 4, Ireland (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 Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 11, 2004 (as 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.

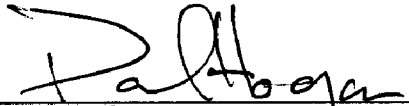
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated 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.

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

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 11th day of  
March, 2004.

FORTUNE PLASTICS, INC. (sometimes also  
known as Fortune Plastics, Incorporated), Grantor

By   
Name: Paul Hogan  
Title: Secretary

ALLIED IRISH BANKS, P.L.C.  
(successor to Deutsche Bank AG London),  
as Collateral Agent and Grantee

By \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF PENNSYLVANIA


)

) ss.:

COUNTY OF PHILADELPHIA

)

On this 10<sup>th</sup> day of March, 2004, before me personally came Paul Hogan who, being by me duly sworn, did state as follows: that he is Secretary of FORTUNE PLASTICS, INC. (sometimes also known as Fortune Plastics, Incorporated) (the "Company"), that he is authorized to execute the foregoing Grant on behalf of said Company and that he did so by authority of the Board of Directors of said Company.

  
\_\_\_\_\_  
Notary Public


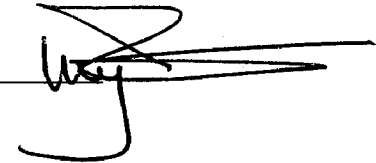


IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 11th day of March, 2004.

FORTUNE PLASTICS, INC. (sometimes also known as Fortune Plastics, Incorporated), Grantor

By \_\_\_\_\_  
Name:  
Title:

ALLIED IRISH BANKS, P.L.C.  
(successor to Deutsche Bank AG London),  
as Collateral Agent and Grantee

By  \_\_\_\_\_   
Name:  
Title:

**MARGARET BRENNAN**  
Vice President

**HILARY PATTERSON**  
Vice President

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

On this 10 day of March, 2006 before me personally came \_\_\_\_\_  
H. Lazy Patterson who, being by me duly sworn, did state as follows: that [s]he is  
Vice President of ALLIED IRISH BANKS, P.L.C., that [s]he is authorized to execute the  
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of  
Directors of said corporation.

Carol Unger  
Notary Public

CAROL UNGER  
Notary Public, State of New York  
No. 01UN4757372  
Qualified in New York County  
Commission Expires May 31, 2006

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

On this 10 day of March, 2004, before me personally came \_\_\_\_\_  
Margaret Brennan who, being by me duly sworn, did state as follows: that [s]he is  
Vice President of ALLIED IRISH BANKS, P.L.C., that [s]he is authorized to execute the  
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of  
Directors of said corporation.

Carol Unger  
Notary Public

CAROL UNGER  
Notary Public, State of New York  
No. 01UN4757372  
Qualified in New York County  
Commission Expires May 31, 2006



<u>MARK</u>		<u>REG. NO.</u>	<u>REG. DATE</u>
• ENVIROPLAS	USA	1608218	07/31/1990
• STEEL TUFF	USA	2642459	10/29/2002
• FORTUNE TUFF	USA	2617925	09/10/2002
• HI D TUFF	USA	2617924	09/10/2002
• CLEAR N' TUFF	USA	2624000	09/10/2002
• DYNA-PLAS	USA	1044829	07/27/1976

<u>MARK</u>		<u>SER. NO.</u>	<u>FILE DATE</u>
• MAMMOTH	USA	78/336323	12/04/2003