

OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents of the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

WNA COMET EAST, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Massachusetts
- Other: _____

Citizenship (see guidelines) _____

Execution Date(s) November 13, 2001

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PLASTIC INDUSTRIES, LP

International Address: Suite 207

Street Address: 5750 Balcones Dr.

City: AUSTIN

State: TEXAS Zip: 78731

Country: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship TEXAS

Corporation Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 2,778,367

Additional sheet(s) attached: Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): CRYSTAL CHOICE

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donald L. Dennison

Company: Dennison Schultz Dougherty & MacDonald

Internal Address: Suite 105

Street Address: 1727 King Street

City: Alexandria

State: Virginia Zip: 22314

Phone Number: 703 837 9600 ext. 15

Fax Number: 703 837 0980

Email Address: ddennison@dennisonlaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

9. Payment Information:

a. Credit Card Last 4 Numbers 1013

Expiration Date August, 2007

b. Deposit Account Number _____

9. Signature: 
Signature

February 11, 2005
Date

Donald L. Dennison
Name of Person Signing

Total number pages including cover sheet, sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 2278367

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made as of November 13, 2001 by and between WNA Carriage, LLC, a Texas limited liability company ("Seller"), WNA Comet East, Inc., a Massachusetts corporation and the sole member of Seller ("Member"), Waddington North America Business Trust, a Massachusetts business trust and the sole shareholder of Member ("Shareholder"), and Plastic Industries, LP, a Texas limited partnership ("Purchaser").

RECITALS:

A. Seller is engaged in the business of the manufacture and wholesale distribution of thermoformed polystyrene plastic cold cups, plates, bowls and related products to the consumer-retail sector, the institutional-foodservice sector and the national-accounts sector (said business of Seller being referred to as the "Business").

B. Seller owns all of the issued and outstanding shares of capital stock of each of Holiday Plastics, Inc., a Texas corporation ("Holiday Plastics"), Holiday Plates, Inc., a Texas corporation ("Holiday Plates"), and Holiday Cup Company, a Texas corporation ("Holiday Cup"). Holiday Plastics, Holiday Plates and Holiday Cup are collectively referred to in this Agreement as the "Subsidiaries" and individually as a "Subsidiary."

C. Purchaser desires to purchase substantially all of Seller's assets and assume certain of Seller's liabilities, and Seller desires to sell such assets and assign such liabilities to Purchaser, on the terms and subject to the conditions contained in this Agreement.

AGREEMENTS:

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

Purchase and Sale of Assets

1.1 Agreement to Purchase and Sell Assets. On the terms and subject to the conditions contained in this Agreement, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of Seller's assets, properties and rights as of 7:00 a.m. (Central Standard Time) on November 13, 2001 (the "Effective Time"), wherever situated or located, other than the Excluded Assets (as defined in Section 1.3). All of said assets, properties and rights (other than the Excluded Assets) are collectively referred to in this Agreement as the "Purchased Assets."

(v) Intellectual Property. Schedule 4.3(v) of the Disclosure Schedule lists all of the following intellectual property owned by Seller or used by Seller in the Business, in each case that is material: (1) registration of and application to register any trademark, service mark, slogan, trade name, trade dress and the like (collectively, and together with the associated goodwill of each, "Trademarks"); (2) patent on and pending application to patent any technology or design; (3) registration of and application to register any copyright; and (4) license of rights in computer software, Trademarks, patents and copyrights, whether to or by Seller or any Subsidiary. Seller is the sole owner or has the perpetual right to use, without consideration, all Intellectual Property, free and clear of any Lien (except any Permitted Liens). Seller has not granted or licensed to any person any rights with respect to any Intellectual Property and no other person has any rights in or to any of the Intellectual Property (including, without limitation, any rights to market or distribute any of the Intellectual Property). The rights of Purchaser in and to any of the Intellectual Property will not be limited or otherwise affected by reason of any of the transactions contemplated hereby. The Intellectual Property is sufficient intellectual property for the conduct of the Business as such is presently conducted. The consummation of the transactions contemplated by this Agreement will not result in the impairment of Seller's rights to use the Intellectual Property.

(w) Infringements. Except as set forth on Schedule 4.3(w) of the Disclosure Schedule, Seller has no knowledge: (1) that any other firm, corporation, association or person claims the right to use in connection with similar or closely related goods and in the same geographic area, any mark which is identical or confusingly similar to any of the Trademarks; (2) of any claim that any third party asserts ownership rights in any of the Intellectual Property; (3) of any claim that Seller's use of any Intellectual Property infringes any right of any third party; and (4) that any third party is infringing any of Seller's rights in any of the Intellectual Property.

(x) Trade Accounts Receivable. All Trade Accounts Receivable of Seller represent valid obligations from sales made or services rendered in the ordinary course of business, are current, are not subject to any right of return and require delivery of no further goods or services in order to entitle Seller or its assignee to collect such Trade Accounts Receivable in full in the ordinary course of business, without any set-off or discount, except to the extent of the amount of the reserve for possible losses set forth on the Interim Financial Statements. The reserves for possible losses regarding Trade Accounts Receivables reflected on the Interim Financial Statements are adequate in light of reasonably anticipated possible losses. The reserves for possible losses regarding Trade Accounts Receivables provided in the Estimated Working Capital Statement are, and the reserves for possible losses to be provided in the Final Working Capital Statement shall be, determined in accordance with the standards set forth on Exhibit A attached hereto, and at least equal to the reserves reflected on the Interim Financial Statements. The Disclosure Schedule includes a correct and complete Trade Accounts Receivable aging of Seller as of a recent date reflecting the aggregate dollar

TRADEMARK ASSIGNMENT
(For USPTO)

This Trademark Assignment (the "Assignment") is effective as of the 13th day of November, and is by and between WNA Comet East, Inc., a Massachusetts corporation ("Assignor"), and Plastic Industries, LP, a Texas limited partnership ("Assignee").

WHEREAS, Assignor has used the trademark described below, which is registered in the U.S. Patent and Trademark Office, and owns all right, title and interest to the same, including the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to such trademark, including the goodwill associated therewith and the registration therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the trademark described below (the "Mark"), including the registration therefor and the goodwill of the business symbolized thereby.

Mark	Registration Number	Serial Number	Registration Date
CRYSTAL CHOICE	2,278,367	75-332927	09/14/1999

2. Assignor further assigns to Assignee all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Mark.

3. Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Mark to Assignee and otherwise carry out the intent of this Assignment.

4. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith. Assignee shall be entitled to assign all or any portion of its rights in this Assignment and in the Mark.

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

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WNA Comet East, Inc

By: _____

Name: _____

Title: _____

ACKNOWLEDGED:

Plastic Industries, LP

By: Richard J. Seawell

Name: Richard J. Seawell

Title: Treasurer

IN WITNESS WHEREOF, the Assignor has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.

WNA Correl East, Inc.

By: [Signature]

Name: Marcus George

Title: Vice President, Secretary

ACKNOWLEDGED:

Plastic Industries, LP

By: _____

Name: _____

Title: _____