

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**10/13/2005
 900033939**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	to correct an error made in a previously recorded document that erroneously affects the identified registration

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clean Earth, Inc.		09/09/2002	CORPORATION; DELAWARE

RECEIVING PARTY DATA

Name:	Clean Earth, Inc.
Street Address:	334 South Warminster Road
City:	Hatboro
State/Country:	PENNSYLVANIA
Postal Code:	19040
Entity Type:	CORPORATION; DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1740437	CLEAN EARTH

CORRESPONDENCE DATA

Fax Number: (212)556-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 556-2352
Email: mribando@kslaw.com
Correspondent Name: Monique L. Ribando
Address Line 1: 1185 Avenue of the Americas
Address Line 2: King & Spalding LLP
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	11830-251001
NAME OF SUBMITTER:	Monique L. Ribando
Signature:	/Monique L. Ribando/

CH \$40.00 1740437

Date:

10/13/2005

Total Attachments: 2

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01-23-2003



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1-23-03

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) **TRADEMARKS ONLY** 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): <u>U.S. Plastic Lumber IP Corporation</u> <u>1-23-03</u></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 <u>DELAWARE</u> <input type="checkbox"/> Other _____</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: <u>Guaranty Business Credit Corporation</u> Internal _____ Address: _____ Street Address: <u>333 S. Grand Ave., Suite 1650</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>DELAWARE</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" 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</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: <u>December 19, 2002</u></p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/323,087</u> <u>76/327,199</u></p> <p>B. Trademark Registration No.(s) <u>See SCHEDULE 1-A attached</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Orrick Herrington & Sutcliffe LLP</u> Internal Address: <u>Att: Kathryn Villalobos</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017</u></p>	<p>6. Total number of applications and registrations involved: <u>24</u></p> <p>7. Total fee (37 CFR 3.41), \$ <u>615</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
<p>9. Statement and signature. <i>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.</i></p> <p><u>Kathryn Villalobos, paralegal</u> <u>KVill</u> <u>1/13/03</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>10</u></p>	

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20531

TRADEMARK REEL: 002654 FRAME: 0495

TRADEMARK REEL: 003235 FRAME: 0920

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
TRIMAX	U.S.	03/03/92	1,677,639
RECYCLEMAID	U.S.	11/03/92	1,730,180
CLEAN EARTH	U.S.	12/15/92	1,740,437
RECYCLEDESIGN	U.S.	03/03/93	1,785,567
GLOBAL GARDEN (STYLIZED)	U.S.	11/23/93	1,806,131
DURAWOOD	U.S.	04/02/96	1,965,161
SMARTTRIM	U.S.	10/21/97	2,107,201
SMARTDECK	U.S.	11/18/97	2,114,015
GRIP-GUARD	U.S.	05/12/98	2,156,630
CRUSH-GUARD	U.S.	08/11/98	2,180,208
CAREFREE DECKING SYSTEM	U.S.	02/16/99	2,223,909
MISCELLANEOUS DESIGN (USPL LOGO)	U.S.	03/09/99	2,230,266
DURATIE	U.S.	04/27/99	2,241,593
INTEGRATED TECHNICAL SERVICES	U.S.	03/28/00	2,338,253
CYCLEWOOD	U.S.	04/11/00	2,340,492
CAREFREE BUILDING PRODUCTS AND DESIGN	U.S.	05/30/00	2,353,629

DOC JLA1:432100.1

Schedule 1-A-1

TRADEMARK
REEL: 002664 FRAME: 0496TRADEMARK
REEL: 003235 FRAME: 0921



NO-HASSLE DECKING	U.S.	08/20/02	2,609,410
NO-HASSLE DECKING & RAILING	U.S.	08/20/02	2,609,411
NO-HASSLE RAILING	U.S.	08/27/02	2,612,276
DURAPACK	U.S.	12/16/97	2,121,621
GREAT XTERIORS DECKING SYSTEM	U.S.	03/26/02	2,552,688
CAREFREE XTERIORS	U.S.	04/23/02	2,563,723

DO-73LA1:432166.1

Schedule 1-A-2

TRADEMARK
REEL: 002654 FRAME: 0497

TRADEMARK
REEL: 003235 FRAME: 0922

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT SERVICES DIVISION

Registrant : Clean Earth, Inc.
Registration No. : 1,740,437
Registration Date : December 15, 1992
Mark : CLEAN EARTH

DECLARATION OF EDWARD T. SHEEHAN

Edward T. Sheehan declares:

1. I am the Chief Executive Officer of Registrant, Clean Earth, Inc., a Delaware Corporation ("Clean Earth"), and am authorized to make this Declaration on behalf of the corporation.
2. Clean Earth is the successor in interest to the prior registrant, U.S. Plastic Lumber IP Corporation, a Delaware Corporation ("U.S. Plastic"), and is now the owner of the entire right, title and interest in and to said trademark registration, together with the goodwill of the business symbolized by and associated with the mark by virtue of an Assignment executed on September 9, 2002 and recorded in the United States Patent and Trademark Office, Trademark Assignment Branch on August 9, 2005, Reel/Frame 3137/0529.
3. On January 23, 2003, a security interest agreement dated December 19, 2002 was recorded in the United States Patent and Trademark Office, Trademark Assignment Branch, Reel/Frame 2654/0495, granting rights in and to said trademark registration to Guaranty Business Credit Corporation, a Delaware Corporation by U.S. Plastic.

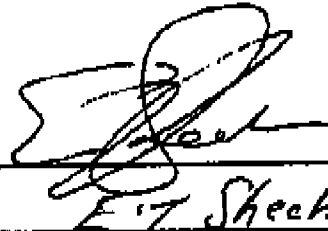
4. Given that U.S. Plastic assigned all right, title and interest in and to said trademark registration, together with the goodwill of the business symbolized by and associated with the mark to Clean Earth on September 9, 2002, the assignment recorded at Reel/Frame 2654/0495 is erroneous, as U.S. Plastic had no right, title or interest in or to said trademark as of December 19, 2002.
5. All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true; and further, these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

Dated: October 13, 2005

By:

Name:

Title:



E. J. Sheehan

Chief Executive Officer

Date: 11/30/2005

Job: 254

Time: 7:26:57 PM

King & Spalding

5740

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 19, 2002 is executed by U.S. PLASTIC LUMBER IP CORPORATION ("USPL IP"), in favor of GUARANTY BUSINESS CREDIT CORPORATION. ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") among U.S. Plastic Lumber Ltd. ("Borrower") and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. As a condition to Lender entering into the Loan Agreement, USPL IP has guaranteed the obligations of Borrower under the Loan Agreement, which guaranty is secured by among other things, a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender;

C. USPL IP owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents"); and

D. Pursuant to the Security Agreement, USPL IP has granted to Lender a security interest in all right, title and interest of USPL IP in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, USPL IP does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

USPL IP does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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Lender's address is:

Guaranty Business Credit Corporation
333 South Grand Avenue, Suite 1650
Los Angeles, California 90071

[Signature Page Follows]

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TRADEMARK
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**IN WITNESS WHEREOF, USPL IP has caused this Assignment to be executed
as of the day and year first above written.**

U.S. PLASTIC LUMBER IP CORPORATION

By: 
Name: Bruce C. Rosetto
Title: President and Secretary

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**TRADEMARK
REEL: 002664 FRAME: 0600**

**TRADEMARK
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ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On NOVEMBER 26, 2002, before me, KATHRYN VILLALOBOS, Notary Public
(Name and Title of Officer)

personally appeared BRUCE C. ROSETTO

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathryn Villalobos
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual		_____
<input type="checkbox"/> Corporate Officer		Title Or Type Of Document
_____	Title(s)	_____
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited General	_____
<input type="checkbox"/> Attorney-in-Fact		Number Of Pages
<input type="checkbox"/> Trustee(s)		_____
<input type="checkbox"/> Guardian/Conservator		Date Of Document
<input type="checkbox"/> Other: _____		_____
Signer is representing:		_____
Name Of Person(s) Or Entity(ies)		Signer(s) Other Than Named Above
_____		_____
_____		_____

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TRADEMARK
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SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

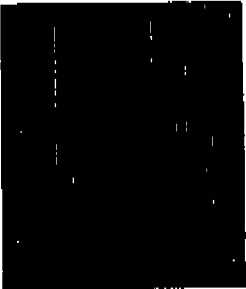
<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
TRIMAX	U.S.	03/03/92	1,677,639
RECYCLEMAD	U.S.	11/03/92	1,730,180
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GRIP-GUARD	U.S.	05/12/98	2,156,630
CRUSH-GUARD	U.S.	08/11/98	2,180,208
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DURATIE	U.S.	04/27/99	2,241,593
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CYCLEWOOD	U.S.	04/11/00	2,340,492
CAREFREE BUILDING PRODUCTS AND DESIGN	U.S.	05/30/00	2,353,629

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Schedule 1-A-1

TRADEMARK
REEL: 002664 FRAME: 0502

TRADEMARK
REEL: 003235 FRAME: 0930

	NO-HASSLE DECKING	U.S.	08/20/02	2,609,410
	NO-HASSLE DECKING & RAILING	U.S.	08/20/02	2,609,411
	NO-HASSLE RAILING	U.S.	08/27/02	2,612,276
	DURAPACK	U.S.	12/16/97	2,121,621
	GREAT XTERIORS DECKING SYSTEM	U.S.	03/26/02	2,552,688
	CAREFREE XTERIORS	U.S.	04/23/02	2,563,723

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Schedule 1-A-2

TRADEMARK
REEL: 002664 FRAME: 0503

TRADEMARK
REEL: 003235 FRAME: 0931

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST
TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Serial No.</u>
CAREFREE PROJECT CENTER	U.S.	10/05/99	75/814,817 (Abandoned)
USPL-50	U.S.	05/14/01	76/255,875 (Abandoned)
USPL-10	U.S.	05/14/01	76/255,876 (Abandoned)
CYCLEX	U.S.	10/09/01	76/323,087 (Refusal)
IT'S NOTHING IF NOT CAREFREE	U.S.	10/19/01	76/327,199 (Non- Final Action)
THE PROCESS OF RECYCLING FOR LIFE	U.S.	10/30/01	76/331,409 (Abandoned)

CSLA1:432164.1

Schedule 1-B-1

RECORDED: 01/23/2003

TRADEMARK
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RECORDED: 12/01/2005

TRADEMARK
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