



Form PTO-1594 (Rev. 07/05)  
OMB Collection 0851-0027 (exp. 8/5)

103186261

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

10/13/05

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

1. Name of conveying party(ies):  
Clean Earth, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)  
Additional names, addresses, or citizenship attached?  Yes  No

Name: Clean Earth, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 334 South Warminster Road  
City: Hatboro  
State: PA  
Country: USA Zip: 19040

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship Delaware  
 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)

3. Nature of conveyance /Execution Date(s) :  
Execution Date(s) 09/09/2002

Assignment       Merger  
 Security Agreement       Change of Name  
 Other: See Attachment

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

A. Trademark Application No.(s)  
76/323,087

B. Trademark Registration No.(s)  
\_\_\_\_\_

Additional sheet(s) attached?  Yes  No

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

5. Name & address of party to whom correspondence concerning document should be mailed:  
Name: Monique L. Ribando, Esq.  
Internal Address: King & Spalding LLP  
Street Address: 1185 Avenue of the Americas  
City: New York  
State: NY Zip: 10036  
Phone Number: 212-556-2100  
Fax Number: 212-556-2222  
Email Address: mrribando@kslaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 0

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed Fee OK

8. Payment Information:  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: Monique L. Ribando      March 16, 2006  
Signature      Date

Monique L. Ribando  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# Attachment:

Document re-recorded to correct errors contained in property number 1,740,437, previously recorded at reel 002654 frame 0495. The conveying parties hereby confirm the security agreement.



102344397  
RECORDATION NO.  
**TRADEMARKS ONLY**

1-23-03  
U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):  
U.S. Plastic Lumber IP Corporation  
1-23-03

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State DELAWARE  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Guaranty Business Credit Corporation  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 333 S. Grand Ave., Suite 1650  
City: Los Angeles State: CA Zip: 90071

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State DELAWARE  
 Other \_\_\_\_\_

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: December 19, 2002

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/323,087  
76/327,199

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
See SCHEDULE 1-A attached

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Orrick Herrington & Sutcliffe LLP  
Internal Address: Att: Kathryn Villalobos  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 777 S. Figueroa St. 32nd Fl.  
\_\_\_\_\_  
City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: ..... 24

7. Total fee (37 CFR 3.41)..... \$ 615

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
\_\_\_\_\_  
(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.*

Kathryn Villalobos, paralegal K. Vill 1/13/03  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 10

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

01/24/2003 6T0N11 00000024 76323087

01 FC:8521 40.00 OP  
02 FC:8522 575.00 OP

**TRADEMARK**  
**REEL: 002654 FRAME: 0495**

**TRADEMARK**  
**REEL: 003299 FRAME: 0811**

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
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

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

# 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.

DOCSLA1:432166.1

**TRADEMARK**  
**REEL: 002654 FRAME: 0498**

**TRADEMARK**  
**REEL: 003299 FRAME: 0814**

Lender's address is:

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

[Signature Page Follows]

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

DOCSLA1:432166

**TRADEMARK**  
**REEL: 002654 FRAME: 0500**

**TRADEMARK**  
**REEL: 003299 FRAME: 0816**



**ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

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**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

- Partner(s)  Limited
- Attorney-In-Fact  General
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:

Name Of Person(s) Or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
Title Or Type Of Document

\_\_\_\_\_  
Number Of Pages

\_\_\_\_\_  
Date Of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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
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
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CYCLEWOOD	U.S.	04/11/00	2,340,492
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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

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)