

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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 or the new address(es) below.

1. Name of conveying party(ies):

Lehman Commercial Paper Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 25, 2005

- Assignment
- Security Agreement
- Other Termination & Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Tekni Plex, Inc.

Internal Address: _____

Address: _____

Street Address: 201 Industrial Parkway

City: Somerville

State: New Jersey

Country: USA Zip: 08876

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

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: Elyse A. Marcus

Internal Address: _____

Street Address: 7 Times Square

City: New York

State: NY Zip: 10036

Phone Number: (212) 297 5800

Fax Number: (212) 916 2940

Email Address: NYTrademark@pitneyhardin.com

6. Total number of applications and registrations involved:

139

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 3490.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Elyse A. Marcus

Signature

4/12/06

Date

Elyse A. Marcus

Name of Person Signing

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

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

Schedule I
Trademark Collateral

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
Plastic Specialties and Technologies, Inc.	FLEETWOOD	792,574	07/13/65	2133/0886
Plastic Specialties and Technologies, Inc.	COLORSPASH	2,597,702	06/11/01	2133/0886
Plastic Specialties and Technologies, Inc.	WATER COLORS	2,581,037	07/13/00	2133/0886
Plastic Specialties and Technologies, Inc.	COLORITE	653,086	12/15/57	2133/0886
Plastic Specialties and Technologies, Inc.	COLORITE and Design	1,007,883	04/01/75	2133/0886
Plastic Specialties and Technologies, Inc.	COLOR-BRITE	1,668,518	12/17/91	2133/0886
Plastic Specialties and Technologies, Inc.	ABLEX	729,302	04/03/62	2133/0886
Plastic Specialties and Technologies, Inc.	A-FLEX TUBING	1,808,473	11/30/93	2133/0886
Plastic Specialties and Technologies, Inc.	COLORITE WATERWORKS	1,628,320	12/18/90	2133/0886
Plastic Specialties and Technologies, Inc.	CP & Design	1,488,020	05/17/88	2133/0886
Plastic Specialties and Technologies, Inc.	DUROLAST	2,037,827	02/11/97	2133/0886
Plastic Specialties and Technologies, Inc.	FINGERTITE	1,838,680	06/07/94	2133/0886
Plastic Specialties and Technologies, Inc.	GERING	773,898	07/28/64	2133/0886
Plastic Specialties and Technologies, Inc.	GLADE	792,573	07/13/65	2133/0886
Plastic Specialties and Technologies, Inc.	HEAVY SILVER	1,355,348	08/20/85	2133/0886
Plastic Specialties and Technologies, Inc.	HOSE LINKS	1,645,242	05/21/91	2133/0886
Plastic Specialties and Technologies, Inc.	PLASMED	1,296,200	09/18/84	2133/0886
Plastic Specialties and Technologies, Inc.	SOFT'N FLEXIBLE	1,856,460	09/27/94	2133/0886

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
Plastic Specialties and Technologies, Inc.	SPIRALCAST	1,512,689	11/15/88	2133/0886
Plastic Specialties and Technologies, Inc.	SUNSHIELD and Design	1,175,146	10/27/81	2133/0886
Plastic Specialties and Technologies, Inc.	THERMO-RUBBER	1,005,819	03/04/75	2133/0886
Plastic Specialties and Technologies, Inc.	ULTRALITE	1,825,140	03/08/94	2133/0886
Plastic Specialties and Technologies, Inc.	UNICHEM	1,486,598	05/03/88	2133/0886
Plastic Specialties and Technologies, Inc.	XL FORMULA 100	857,487	09/24/68	2133/0886
Plastic Specialties and Technologies, Inc.	FLEXRITE	2,110,026	10/28/97	2133/0903
Plastic Specialties and Technologies, Inc.	COLORITE	2,220,816	01/26/99	2133/0886
Plastic Specialties and Technologies, Inc.	COLORITE WATERWORKS	1,628,320	12/18/00	2133/0886
Burlington Resins, Inc.	FABRA-TEX	1,230,020	03/08/83	2879/0276
Plastic Specialties and Technologies Investments, Inc.	COLORITE	2,220,816	01/26/99	1735/0381
Plastic Specialties and Technologies Investments, Inc.	COLORITE POLYMERS	2,213,716	12/29/98	1735/0381
Plastic Specialties and Technologies Investments, Inc.	FLEXRITE	2,110,026	10/28/97	1735/0381
Puretec Corporation	FLEETWOOD	792,574	07/13/65	2133/0886
Puretec Corporation	COLORSPLASH	2,597,702	06/11/01	2133/0886
Puretec Corporation	WATER COLORS	2,581,037	07/13/00	2133/0886
Puretec Corporation	COLORITE	653,086	12/15/57	2133/0886
Puretec Corporation	COLORITE and Design	1,007,883	04/01/75	2133/0886
Puretec Corporation	COLOR-BRITE	1,668,518	12/17/91	2133/0886
Puretec Corporation	ABLEX	729,302	04/03/62	2133/0886
Puretec Corporation	A-FLEX TUBING	1,808,473	11/30/93	2133/0886
Puretec Corporation	COLORITE WATERWORKS	1,628,320	12/18/90	2133/0886
Puretec Corporation	CP & Design	1,488,020	05/17/88	2133/0886

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Puretec Corporation	FINGERTITE	1,838,680	06/07/94	2133/0886
Puretec Corporation	GERING	773,898	07/28/64	2133/0886
Puretec Corporation	GLADE	792,573	07/13/65	2133/0886
Puretec Corporation	HEAVY SILVER	1,355,348	08/20/85	2133/0886
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Puretec Corporation	PLASMED	1,296,200	09/18/84	2133/0886
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Puretec Corporation	ULTRALITE	1,825,140	03/08/94	2133/0886
Puretec Corporation	UNICHEM	1,486,598	05/03/88	2133/0886
Puretec Corporation	XL FORMULA 100	857,487	09/24/68	2133/0886
Tekni-Plex, Inc.	FOAMSEAL	926,056	12/28/71	2232/0001
Tekni-Plex, Inc.	KOOL-PAK	1,245,310	07/12/83	1735/0460
Tekni-Plex, Inc.	PLASTRON	2,332,368	03/21/00	2232/0001
Tekni-Plex, Inc.	POUCHPAK	613,180	09/27/55	2232/0001
Tekni-Plex, Inc.	SARASEAL	921,959	10/12/71	2133/0896
Tekni-Plex, Inc.	SOLVSEAL	913,545	06/08/71	2232/0001
Tekni-Plex, Inc.	SUNNY DAY	2,330,295	03/14/00	2232/0001
Tekni-Plex, Inc.	TEKLAR	2,285,334	10/12/99	2232/0001
Tekni-Plex, Inc.	TEKLAR	2,499,615	10/23/01	2232/0001
Tekni-Plex, Inc.	TEKNI-FILMS	2,505,226	11/06/01	2232/0001
Tekni-Plex, Inc.	TEKNIFLEX	2,355,527	06/06/00	2232/0001
Tekni-Plex, Inc.	TEKNIFLEX	2,425,170	01/30/01	2232/0001
Tekni-Plex, Inc.	TEKNI-PLEX and Design	1,316,950	01/29/85	2232/0001
Tekni-Plex, Inc.	TEKNISEAL	1,316,952	01/29/85	1735/0460
Tekni-Plex, Inc.	VAPOSEAL	647,209	06/18/57	1735/0460
Tekni-Plex, Inc.	VAPOSEAL S	913,544	06/08/71	2232/0001
Tekni-Plex, Inc.	VINYLSEAL	909,590	03/09/71	2232/0001
TP/ELM Acquisition Subsidiary, Inc.	TUFF STUFF	1,285,283	07/10/84	2661/0531
TP/ELM Acquisition Subsidiary, Inc.	TUFF STUFF and Design	2,368,983	07/18/00	2661/0531
TP/ELM Acquisition Subsidiary, Inc.	TUFF STUFF and Design	2,215,093	12/29/98	2661/0531

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
TP/ELM Acquisition Subsidiary, Inc.	TUFF STUFF FOAMPLATES	1,284,374	07/03/84	2661/0531
TPI Acquisition Subsidiary, Inc.	AMERICAN PRIDE	1,781,431	07/13/93	2593/0172
TPI Acquisition Subsidiary, Inc.	AMERICAN YACHTSMAN	1,544,443	06/20/89	2593/0172
TPI Acquisition Subsidiary, Inc.	COMPETITOR	1,502,192	08/30/88	2593/0172
TPI Acquisition Subsidiary, Inc.	CONTRACTOR'S CHOICE	2,514,330	12/04/01	2593/0172
TPI Acquisition Subsidiary, Inc.	COUNTRY CLUB	1,393,243	05/13/86	2593/0172
TPI Acquisition Subsidiary, Inc.	CRYSTALFLEX	1,946,553	01/09/96	2593/0172
TPI Acquisition Subsidiary, Inc.	DIAMOND BACK	1,504,849	09/20/88	2593/0172
TPI Acquisition Subsidiary, Inc.	DURABAND	2,163,141	06/09/98	2593/0172
TPI Acquisition Subsidiary, Inc.	DURADISC	1,922,078	09/26/95	2593/0172
TPI Acquisition Subsidiary, Inc.	EARTH QUENCHER	1,546,425	07/04/89	2593/0172
TPI Acquisition Subsidiary, Inc.	FAIRLAWN	1,208,332	09/14/82	2593/0172
TPI Acquisition Subsidiary, Inc.	FLATLINE design	896,035	08/04/70	2593/0172
TPI Acquisition Subsidiary, Inc.	FLEXLITE	1,715,743	09/15/92	2593/0172
TPI Acquisition Subsidiary, Inc.	FLEXMATE	1,612,942	09/11/90	2593/0172
TPI Acquisition Subsidiary, Inc.	FORMULA Z7 and design	1,008,815	04/15/75	2593/0172
TPI Acquisition Subsidiary, Inc.	GARDENFLEX	2,321,884	02/22/00	2593/0172
TPI Acquisition Subsidiary, Inc.	GRIPPER	1,346,137	07/02/85	2593/0172
TPI Acquisition Subsidiary, Inc.	HERITAGE	1,124,047	08/14/79	2593/0172

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
TPI Acquisition Subsidiary, Inc.	HOZE-O-SAURUS	2,185,780	09/01/98	2593/0172
TPI Acquisition Subsidiary, Inc.	HOZE-RAP	2,384,653	09/12/00	2593/0172
TPI Acquisition Subsidiary, Inc.	KEEP GROWING WITH SWAN	1,950,653	01/23/96	2593/0172
TPI Acquisition Subsidiary, Inc.	LAWNFLEX	1,504,848	09/20/88	2593/0172
TPI Acquisition Subsidiary, Inc.	MAXFLEX	1,511,770	11/8/88	2593/0172
TPI Acquisition Subsidiary, Inc.	MEDALLION	1,314,600	01/15/85	2593/0172
TPI Acquisition Subsidiary, Inc.	MORFLEX	1,510,124	10/25/88	2593/0172
TPI Acquisition Subsidiary, Inc.	NATURE'S CHOICE	2,518,997	12/18/01	2593/0172
TPI Acquisition Subsidiary, Inc.	PERFECT GARDENER	1,917,956	09/12/95	2593/0172
TPI Acquisition Subsidiary, Inc.	PERMAFLOW	1,733,042	11/17/92	2593/0172
TPI Acquisition Subsidiary, Inc.	PRESSURE GUARD	1,016,342	07/22/75	2593/0172
TPI Acquisition Subsidiary, Inc.	PRESSURE MASTER	1,016,341	07/22/95	2593/0172
TPI Acquisition Subsidiary, Inc.	PROFLEX	1,504,846	09/20/88	2593/0172
TPI Acquisition Subsidiary, Inc.	REFLEX	1,521,821	01/24/89	2593/0172
TPI Acquisition Subsidiary, Inc.	RV3	1,296,205	09/18/84	2593/0172
TPI Acquisition Subsidiary, Inc.	SAFEWATER	2,187,571	09/08/98	2593/0172
TPI Acquisition Subsidiary, Inc.	SEAL-TITE	2,229,710	03/02/99	2593/0172
TPI Acquisition Subsidiary, Inc.	SOFT & SUPPLE	1,132,212	04/01/80	2593/0172
TPI Acquisition Subsidiary, Inc.	SOFT & SUPPLE design	983,571	05/07/74	2593/0172

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
TPI Acquisition Subsidiary, Inc.	SUPPLEX	516,611	10/18/49	2593/0172
TPI Acquisition Subsidiary, Inc.	SUPPLEX	648,068	07/09/57	2593/0172
TPI Acquisition Subsidiary, Inc.	SUPREME	1,064,454	04/26/77	2593/0172
TPI Acquisition Subsidiary, Inc.	SWAN	740,032	10/30/62	2593/0172
TPI Acquisition Subsidiary, Inc.	SWAN and design	951,370	01/23/73	2593/0172
TPI Acquisition Subsidiary, Inc.	THERM-O-BLUE	1,504,845	09/20/88	2593/0172
TPI Acquisition Subsidiary, Inc.	THERMOFLEX	1,510,125	10/25/88	2593/0172
TPI Acquisition Subsidiary, Inc.	TURBOFLEX	1,509,239	10/18/88	2593/0172
TPI Acquisition Subsidiary, Inc.	WEATHER GUARD	1,337,909	05/28/85	2593/0172
TPI Acquisition Subsidiary, Inc.	WEATHER MASTER	1,337,908	05/28/85	2593/0172
TPI Acquisition Subsidiary, Inc.	WEATHERFLEX	1,528,240	03/07/89	2593/0172
TPI Acquisition Subsidiary, Inc.	WEATHER-FLEX	1,015,801	07/15/75	2593/0172
TPI Acquisition Subsidiary, Inc.	YARD GARD	2,305,696	01/04/00	2593/0172
TPI Acquisition Subsidiary, Inc.	YARD MATE	1,380,431	01/28/86	2593/0172
TPI Acquisition Subsidiary, Inc.	YARDFLEX	1,504,847	09/20/88	2593/0172
Tri-Seal Holdings, Inc.	F-217	1,675,065	02/11/92	2879/0307
Tri-Seal Holdings, Inc.	SOR	1,252,942	10/04/83	2133/0591
Tri-Seal Holdings, Inc.	TRI-FOIL	1,305,889	11/20/84	2133/0591
Tri-Seal Holdings, Inc.	TRI-GARD	1,278,994	05/22/84	2133/0591
Tri-Seal Holdings, Inc.	TRI-GARD SPE	2,271,443	08/24/99	2133/0591
Tri-Seal Holdings, Inc.	TRI-GARD SPET	2,216,083	01/05/99	2133/0591
Tri-Seal Holdings, Inc.	TRI-GARD SPP	2,214,222	12/29/98	2133/0591
Tri-Seal Holdings, Inc.	TRI-LAM	1,486,151	04/26/88	2133/0591
Tri-Seal Holdings, Inc.	TRI-SEAL	1,463,496	11/03/87	2133/0591

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
Tri-Seal Holdings, Inc.	TRI-SHIELD	2,342,590	04/18/00	2133/0591
Tri-Seal Holdings, Inc.	TRI-SO2RB	2,240,374	04/20/99	2133/0591

9-2-05

09-09-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
TRA



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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):

Lehman Commercial Paper Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) _____

- Assignment
- Security Agreement
- Other Termination & Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____

Country: _____ Zip: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

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) _____

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: Elyse Marcus

Internal Address: Pitney Hardin LLP

Street Address: 7 Times Square

City: New York

State: New York Zip: 10036

Phone Number: 212-297-5800

Fax Number: 212-9162940

Email Address: emarcus@pitneyhardin.com

6. Total number of applications and registrations involved:

139

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 3490

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elyse A. Marcus

Signature

Elyse A. Marcus

Name of Person Signing

9/2/05

Date

Total number of pages including cover sheet, attachments, and document: 11

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

TRADEMARK

REEL: 003302 FRAME: 0498

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40.00 UP
3450.00 UP
09/08/2005 ECOMPER
FC: 8521
FC: 8522

TERMINATION AND RELEASE
OF
TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2005 (this "Termination and Release"), by Lehman Commercial Paper Inc., as agent (in such capacity, the "Grantee") under that certain Credit Agreement, dated as of June 21, 2000 (as amended, restated, modified or supplemented from time to time prior to the date hereof, the "Existing Credit Agreement"), among Tekni-Plex, Inc. (the "Borrower"), the guarantors party thereto, the institutions party thereto as lenders and issuing banks, and the Grantee.

WHEREAS, pursuant to a Grant of Security Interest in United States Trademarks (each, as amended, restated, modified or supplemented from time to time prior to the date hereof, an "Existing Trademark Security Agreement"), by each grantor set forth on Schedule I (each, a "Grantor"), each Grantor granted to JPMorgan Chase Bank, N.A. (successor by merger to Morgan Guaranty Trust Company of New York and the predecessor of the Grantee as agent under the Credit Agreement) a security interest in, and granted, assigned and conveyed to such Grantor's entire right, title and interest in and to the trademarks, trademark registrations and trademark applications, including all appurtenant goodwill of any and all of the foregoing, set forth on Schedule I hereto (the "Trademark Collateral"); and

WHEREAS, JPMorgan Chase Bank, N.A., has assigned all of its right, title and interest as secured party and collateral agent under the Existing Trademark Security Agreements to Citicorp North America, Inc., and Citicorp North America, Inc., has in turn assigned such interests to the Grantee; and

WHEREAS, the security interests evidenced by the Existing Trademark Security Agreements are recorded in the Assignment Branch of the U.S. Patent and Trademark Office at the reel and frame numbers indicated on Schedule I; and

WHEREAS, the Grantee has terminated each Existing Trademark Security Agreement and agreed to release, relinquish and discharge its right, title and interest in the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. The Grantee hereby releases, relinquishes and discharges in its entirety any and all security interest it has against the Trademark Collateral.
2. The Grantee hereby agrees, at the expense of the Borrower, to take any actions and to execute any further documents necessary or reasonably requested by


the Borrower to effectuate, record or evidence the release of the Grantee's security interest in the Trademark Collateral.

3. The Grantee authorizes and requests the United States Patent and Trademark Office to record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release to be duly executed as of this 25th day of August, 2005.

LEHMAN COMMERCIAL PAPER INC.,
as Grantee

By: 
Name: Steve Hannan
Title: Vice President