

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Plastic Lumber IP Corporation		04/07/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	AMPAC Capital Solutions, LLC
Street Address:	7380 S. Eastern Avenue
Internal Address:	Suite 150
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89123
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	1677639	TRIMAX
Registration Number:	2230266	
Registration Number:	2223909	CAREFREE DECKING SYSTEM
Registration Number:	2563723	CAREFREE XTERIORS
Registration Number:	1965161	DURAWOOD
Registration Number:	1785567	RECYCLEDESIGN
Registration Number:	2241593	DURATIE
Registration Number:	2340492	CYCLEWOOD
Registration Number:	2353629	CAREFREE BUILDING PRODUCTS
Registration Number:	2552688	GREAT XTERIORS DECKING SYSTEMS
Registration Number:	2609410	NO-HASSLE DECKING
Registration Number:	2609411	NO-HASSLE DECKING & RAILING
Registration Number:	2612276	NO-HASSLE RAILING

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Registration Number:	2800392	CYCLEX.
Registration Number:	2876382	GREAT DECK! DECK SYSTEM
Registration Number:	2335253	INTEGRATED TECHNICAL SERVICES
Registration Number:	1740437	CLEAN EARTH
Serial Number:	78714804	TRIMAX BUILDING PRODUCTS
Serial Number:	78714802	TRIMAX DECK
Serial Number:	78714798	TRIMAX DECKING
Serial Number:	78719095	TRIMAX STRUCTURAL PLASTIC LUMBER
Serial Number:	78719094	TRIMAX STRUCTURAL LUMBER

**CORRESPONDENCE DATA**

Fax Number: (215)832-5767

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 215-569-5767

Email: perry@blankrome.com

Correspondent Name: David M. Perry

Address Line 1: One Logan Square

Address Line 2: 9th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	105388-00100
NAME OF SUBMITTER:	David M. Perry
Signature:	/David M. Perry/
Date:	09/07/2006

**Total Attachments: 4**

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**QUITCLAIM BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that **U.S. Plastic Lumber Corp.**, a Nevada corporation, **U.S. Plastic Lumber Ltd.**, a Delaware corporation, **The Eaglebrook Group, Inc.**, a Delaware corporation, **U.S. Plastic Lumber Finance Corporation**, a Delaware corporation, and **U.S. Plastic Lumber IP Corporation**, a Delaware corporation, as Debtors and as Debtors in Possession (collectively, the "Sellers"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid, the receipt and sufficiency of which are hereby acknowledged, do hereby assign, grant, bargain, sell, transfer, and deliver to **AMPAC Capital Solutions, LLC**, a Nevada limited liability company (the "Buyer"), its successors and assigns, all of Sellers' right, title and interest in and to the following described assets of Sellers (the "Purchased Assets"):

SEE EXHIBIT A ATTACHED HERETO AND HEREBY INCORPORATED BY REFERENCE.

TO HAVE AND TO HOLD THE SAME unto Buyer forever, and Sellers do covenant to and with Buyer that Sellers are the lawful owners of the Purchased Assets.

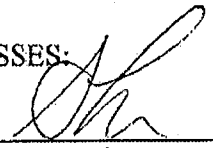
The Purchased Assets are transferred "AS IS," "WHERE IS," "WITHOUT RECOURSE" and "WITH ALL FAULTS." SELLERS MAKE NO EXPRESS OR IMPLIED WARRANTY TO BUYER AS TO THE QUALITY, CHARACTER, OR CONDITION OF THE PURCHASED ASSETS, OR AS TO THEIR FITNESS FOR ANY PURPOSE.

The Purchased Assets are transferred pursuant to and in accordance with the Order Granting Debtors' Emergency Motion for Order Authorizing the Sale of Substantially All of Their Assets Pursuant to 11 U.S.C. § 363, Free and Clear of all Liens, Claims and Encumbrances dated January 13, 2006, entered by the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division, in Jointly Administered Case No. 04-33579-BKC-PGH.

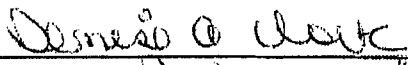
Notwithstanding anything to the contrary contained herein, the Purchased Assets shall not include any of the Excluded Assets (as listed on Exhibit B attached hereto).

Capitalized terms and references to Sections used herein and in Exhibits A and B attached hereto and not otherwise defined herein or therein shall have the meaning ascribed thereto in that certain Asset Purchase Agreement dated as of December 16, 2005, by and between Sellers and Buyer.


IN WITNESS WHEREOF, Sellers have caused this Quitclaim Bill of Sale to be executed and delivered effective as of the 7 day of ~~March~~<sup>April</sup>, 2006.


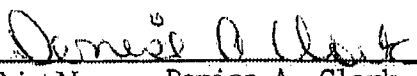
WITNESSES:   
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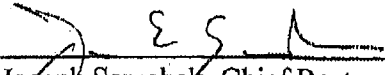
Print Name: Denise A Clark



  
Print Name: Denise A Clark

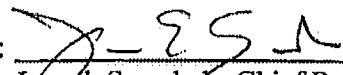
U.S. PLASTIC LUMBER CORP.


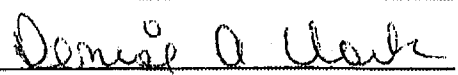
By:   
Joseph Sarachek, Chief Restructuring  
Officer

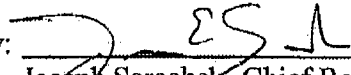
  
\_\_\_\_\_  
Print Name: STEPHEN LESLIE  
  
\_\_\_\_\_  
Print Name: Denise A. Clark


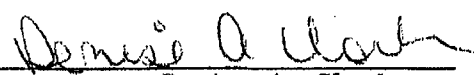
U.S. PLASTIC LUMBER LTD.  
By:   
\_\_\_\_\_  
Joseph Sarachek, Chief Restructuring  
Officer


  
\_\_\_\_\_  
Print Name: Stephen Leslie  
  
\_\_\_\_\_  
Print Name: Denise A. Clark

THE EAGLEBROOK GROUP, INC.  
By:   
\_\_\_\_\_  
Joseph Sarachek, Chief Restructuring  
Officer

  
\_\_\_\_\_  
Print Name: Stephen Leslie  
  
\_\_\_\_\_  
Print Name: Denise A. Clark

U.S. PLASTIC LUMBER FINANCE  
CORPORATION  
By:   
\_\_\_\_\_  
Joseph Sarachek, Chief Restructuring  
Officer

  
\_\_\_\_\_  
Print Name: Stephen Leslie  
  
\_\_\_\_\_  
Print Name: Denise A. Clark

U.S. PLASTIC LUMBER IP  
CORPORATION  
By:   
\_\_\_\_\_  
Joseph Sarachek, Chief Restructuring  
Officer

## EXHIBIT A

### **Purchased Assets**

- (a) All cash on hand on the Closing Date;
- (b) All accounts receivable, notes receivable, drafts, notes, refunds (except as provided in Section 2.2), reimbursements and credits of Sellers relating to the Business;
- (c) All inventories and supplies of Sellers relating to the Business;
- (d) All machinery, equipment, computers, computer systems, software and related licenses, telephones, telephone systems, vehicles, furniture and furnishings, fixtures, office equipment, supplies, stationery, fixed assets and other personal property owned or used by Sellers in connection with the Business, and all rights, warranties and claims pertaining thereto;
- (e) All rights or interests of Sellers with respect to the contracts, leases or other agreements listed in Schedule 2.1, but only if and to the extent Purchaser elects to acquire and assume such contracts (collectively, the "Assumed Contracts");
- (f) All telephone, telex and telephone facsimile numbers and telephone and other directory listings (to the extent assignable) used in connection with the Business, including all telephone listings and telephone numbers and all telephone and other advertising with respect to the Business, including prepaid advertising expenses related thereto;
- (g) All deposits and prepaid expenses relating to the Business and any unearned insurance premiums, any utility deposits, any allowances, offsets, credits and/or rebates that may be applied by Sellers against any third party claims, and any security deposits;
- (h) All Intellectual Property owned, used or registered by Sellers and relating to the Business;
- (i) Original, if available, or copies of all books, records, databases, information and data of Sellers currently used or useful in connection with the Business, including, but not limited to, all invoices, customer lists, data and records, personnel records, sales records, and all books, files, records, documents, plans, proposals, and all other recorded knowledge, whether in written, electronic, visual or other form;
- (j) All licenses, permits, authorizations, certificates of occupancy, franchises and approvals of any nature issued by any Governmental Authority to Sellers relating to the Business, or otherwise obtained by Sellers from any Governmental Authority, to the extent transferable under applicable law (including the Bankruptcy Code);
- (k) To the extent transferable, all warranty rights provided by any supplier, manufacturer or contractor in connection with the Business;
- (l) The Business as a going concern and all of the goodwill associated therewith;

- (m) All surety bonds, letters of credit and trust accounts relating to the Business;
- (n) All other tangible and intangible property, assets and rights of every kind or nature owned by Sellers and used in the Business, whether or not specifically referred to in this Agreement and whether or not reflected on the books of the Sellers as an asset; and
- (o) Any corporate minute books, stock transfer books and all corporate seals of Sellers.

{Additional exhibits redacted}