

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 5/30/2008)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1740-179

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):
Continental Structural Plastics, 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) Yes
Additional names, addresses, or citizenship attached? No

Name: LaSalle Bank, National Association
Internal _____ as agent
Address: _____

Street Address: 135 S. LaSalle
City: Chicago
State: IL
Country: U.S. Zip: 60603

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Association Citizenship National

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) July 18, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

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: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: (312) 558-6352
Fax Number: (312) 558-5700
Email Address: L.Konrath@winston.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

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 232428
Authorized User Name Laura Konrath

9. Signature: Laura Konrath Date: 9/12/06

Signature _____ Date _____

Laura Konrath
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

CH \$40.00 232428 2921457

*Continuation
Item 4*

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademarks owned by Continental Structural Plastics, Inc.:

TRADEMARK	REG. NO.	REG. DATE	JURISDICTION
TCA	2,921,457	01/25/2005	United States

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 18, 2006, by CONTINENTAL STRUCTURAL PLASTICS, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, as security for the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark

application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CONTINENTAL STRUCTURAL PLASTICS,
INC.

By: 
Title: CEO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Title: _____

*Signature Page to Patent and
Trademark Security Agreement*

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CONTINENTAL STRUCTURAL PLASTICS,
INC.

By: _____
Title: _____

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Title: FIRST VICE PRESIDENT

*Signature Page to Patent and
Trademark Security Agreement*

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademarks owned by Continental Structural Plastics, Inc.:

TRADEMARK	REG. NO.	REG. DATE	JURISDICTION
TCA	2,921,457	01/25/2005	United States

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

- (1) Continental Structural Plastics, Inc., a Delaware corporation, and Continental Structural Plastics of Louisiana, L.L.C., a Louisiana limited liability company, are producing parts (I-Beam Bumper Beams) for Nissan and Mitsubishi that are protected under a patent (U.S. Pat. No. 6,286,879) held by Azdel, Inc. No written or oral license agreement exists with respect to this arrangement. Azdel, Inc. is a supplier to CSP Holding Corp. and its subsidiaries.
- (2) Expired Patent No. 5401154, which relates to an apparatus for compounding a fiber-reinforced thermoplastic material and forming parts therefrom.
- (3) Patents owned by Continental Structural Plastics, Inc.:

TITLE	PATENT NO.	ISSUE DATE	JURISDICTION
Compression molding a charge using vacuum	4,855,097	08/08/1989	United States
Vacuum compression molding method using preheated charge	5,130,071	07/14/1992	United States
A hollow fiber reinforced structure and method of making same	4,863,771	09/05/1989	United States
Method and apparatus for compression molding under vacuum	4,867,924	09/19/1989	United States
Method and apparatus for forming fiber reinforced plastic performs from a wet slurry	5,039,465	08/13/1991	United States
Hot and cool air bonding apparatus	5,554,252	09/10/1996	United States
Automated thermoset molding apparatus	5,902,613	05/11/1999	United States
Slurry perform system	5,972,169	10/26/1999	United States
Molding overflow feedback method	6,103,150	08/15/2000	United States
Wrapped SMC charge method	6,264,454	07/24/2001	United States

and apparatus			
Sheet molding compound manufacturing improvements	6,103,032	08/15/2000	United States
Sheet molding compound manufacturing improvements	6,119,750	09/19/2000	United States
Conductive sheet molding compound	6,001,919	12/14/1999	United States
Hollow FRP bumper	5,967,592	10/19/1999	United States
Tonneau cover and attachment assembly	6,183,035	02/06/2001	United States
Tonneau cover and attachment assembly	6,264,266	07/24/2001	United States
Stake pocket tie down	6,290,441	09/18/2001	United States
Tonneau cover bumper	6,382,699	05/07/2002	United States
Reinforced polyester resins having increased toughness and crack resistance	6,780,923	08/24/2004	United States
Vacuum assisted molding apparatus	6,805,546	10/19/2004	United States
Tonneau cover tailgate latch and stake pocket attachment system	6,641,200	11/04/2003	United States

(4) Patent Applications owned by Continental Structural Plastics, Inc.:

TITLE	APP. NO.	FILING DATE	JURISDICTION
Polymeric thickener for molding compounds	11/037,908	01/18/2005	United States
Reinforced polyester resins having increased toughness and crack resistance	10/925,086	08/24/2004	United States
Low moisture systems to produce powder prime capable SMC	11/324,941	01/04/2006	United States
Low-density molding compound	11/434,417	05/15/2006	United States

UV resistant SMC	Provisional	02/17/2006	United States
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