

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the name of the assignee previously recorded on Reel 003384 Frame 0934. Assignor(s) hereby confirms the Quitclaim Bill of Sale.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMPAC Capital Solutions, LLC		04/07/2006	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Trimax Building Products, Inc.
<b>Street Address:</b>	2600 W. Roosevelt Road
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60608
<b>Entity Type:</b>	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	74042514	CLEAN EARTH
Serial Number:	74087958	TRIMAX
Serial Number:	74227560	RECYCLEDESIGN
Serial Number:	74583415	DURAWOOD
Serial Number:	75364048	
Serial Number:	75364049	CAREFREE DECKING SYSTEM
Serial Number:	75420480	DURATIE
Serial Number:	75606179	CYCLEWOOD
Serial Number:	75628384	INTEGRATED TECHNICAL SERVICES
Serial Number:	75719537	CAREFREE BUILDING PRODUCTS
Serial Number:	76255872	NO-HASSLE RAILING
Serial Number:	76255873	NO-HASSLE DECKING

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Serial Number:	76308612	GREAT XTERIORS DECKING SYSTEMS
Serial Number:	76310963	CAREFREE XTERIORS
Serial Number:	76494560	GREAT DECK! DECK SYSTEM
Serial Number:	78198214	CYCLEX.
Serial Number:	78714798	TRIMAX DECKING
Serial Number:	78714802	TRIMAX DECK
Serial Number:	78714804	TRIMAX BUILDING PRODUCTS
Serial Number:	78719094	TRIMAX STRUCTURAL LUMBER
Serial Number:	78719095	TRIMAX STRUCTURAL PLASTIC 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:	125753-00100
NAME OF SUBMITTER:	David M. Perry
Signature:	/David M. Perry/
Date:	10/30/2006

**Total Attachments: 10**

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source=Notice of Non-Recordation from PTO for Ampac Trimax Assignment#page2.tif

**QUITCLAIM BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS that AMPAC CAPITAL SOLUTIONS, LLC, a Nevada limited liability company ("AMPAC"), 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, does hereby assign, grant, bargain, sell, transfer, and deliver to TRIMAX BUILDING PRODUCTS, INC., a Nevada corporation ("Trimax"), its successors and assigns, all of Sellers' right, title and interest in and to the following described assets of AMPAC (the "Purchased Assets");

SEE EXHIBIT A ATTACHED HERETO AND HEREBY INCORPORATED BY REFERENCE.

TO HAVE AND TO HOLD THE SAME unto Trimax forever, and AMPAC does covenant to and with Trimax that AMPAC is the lawful owner of the Purchased Assets.

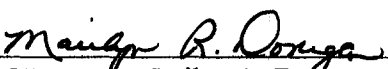
The Purchased Assets are transferred "AS IS," "WHERE IS," "WITHOUT RECOURSE" and "WITH ALL FAULTS." AMPAC MAKE NO EXPRESS OR IMPLIED WARRANTY TO TRIMAX AS TO THE QUALITY, CHARACTER, OR CONDITION OF THE PURCHASED ASSETS, OR AS TO THEIR FITNESS FOR ANY PURPOSE.

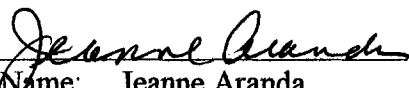
Notwithstanding anything to the contrary contained herein, the Purchased Assets shall not include any of the Excluded Assets (as listed on Exhibit B attached hereto).

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 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, "USPL") and AMPAC.

IN WITNESS WHEREOF, AMPAC has caused this Quitclaim Bill of Sale to be executed and delivered effective as of the 7th day of April, 2006.

WITNESSES:

  
Print Name: Marilyn R. Donegan

  
Print Name: Jeanne Aranda

AMPAC CAPITAL SOLUTIONS, LLC

By   
Larry R. Polhill, Manager

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

TRIMAX BUILDING PRODUCTS, INC.

By: Shaun R. Webb  
Shaun Webb, CEO

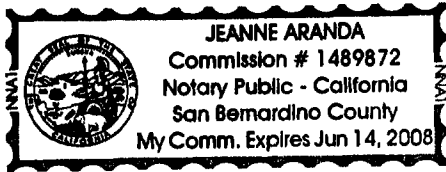
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Bernardino } ss.

On September 26, 2006 before me, Jeanne Aranda \*\*\*\*\*  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared \*\*\* Larry R. Polhill \*\*\*\*\*  
Name(s) of Signer(s)

personally known to me  
 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/hers/their authorized capacity(ies), and that by his/hers/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.

Jeanne Aranda  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Quitclaim Bill of Sale

Document Date: April 7, 2006 Number of Pages: 5

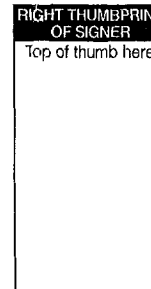
Signer(s) Other Than Named Above: Trimax Building Products/Shawn Webb

**Capacity(ies) Claimed by Signer**

Signer's Name: Larry R. Polhill

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Manager

Signer Is Representing: AMPAC Capital Solutions LLC



## 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.

## **EXHIBIT B**

### **Excluded Assets**

- (a) Those assets and/or contracts not specifically identified as an Assumed Contract.
- (b) Any and all avoidance claims or causes of action arising under the Bankruptcy Code or applicable state law, including, without limitation, all rights and avoidance claims of Sellers arising under Chapter 5, 7 or 11 of the Bankruptcy Code.
- (c) Any and all claims and causes of action of Sellers against third parties arising, or relating to events occurring, prior or subsequent to the filing of the Case.
- (d) Any and all claims and causes of action of Sellers relating to infringement by third parties of the Intellectual Property of the Sellers; provided that, Sellers shall be entitled to fifty percent (50%) of any net recoveries from any such infringement action and Purchaser shall be entitled to fifty percent (50%) of any net recoveries from any such infringement action; and provided further that, the terms for the prosecution of any such infringement action shall be subject to the approval of the Bankruptcy Court.
- (e) Any actions, suits, claims, investigations or legal or administrative or arbitration proceedings, foreign or domestic, pending, whether at law or in equity, before any Governmental Authority.
- (f) The anticipated insurance refund estimated to be approximately \$400,000 on account of a commercial liability claim related to the Sellers' former facility in Ocala, Florida.
- (g) Any and all claims and causes of action of Sellers of any nature whatsoever against any of the officers or directors, past or present, of Sellers, including any and all claims of any nature whatsoever against any insurance policies of Sellers providing coverage for claims against the officers and directors, past or present, of Sellers.
- (h) Any funds returned to the Sellers with respect to the escrow established to resolve environmental matters in connection with the sale of their former Ocala, Florida facility.
- (i) The corporate shell of U.S. Plastic Lumber Corp.



**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**09/07/2006**  
**900057436**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMPAC Capital Solutions, LLC		04/07/2006	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Trimax Building Products, Inc.
<b>Street Address:</b>	2600 W. Roosevelt Road
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60608
<b>Entity Type:</b>	CORPORATION: NEVADA

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	1677639	TRIMAX
Registration Number:	2230286	
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
Registration Number:	2800392	CYCLEX.

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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: 3  
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