



Form **PTO-1594** (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

3/18/09

03-23-2009

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

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To the Director of the U. S. Patent and Tra

ents or the new address(es) below.

1. Name of conveying party(ies):

Morgan Stanley & Co. Incorporated, as Collateral Agent

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

Citizenship (see guidelines) Delaware

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: Obsidian, LLC, as Collateral Agent

Internal Address: _____

Street Address: 2951-28th St., Suite 100

City: Santa Monica

State: CA

Country: USA Zip: 90405

- 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) 01/07/2009

- Assignment Merger
- Security Agreement Change of Name
- Other Assignment of Security Interest

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

A. Trademark Application No.(s)

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

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: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 355 South Grand Avenue, Suite 100

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213-485-1234

Fax Number: 213-891-8763

Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved:

41

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1040.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

03/20/2009 MJAMA1 00000011 2257861
 Deposit Account Number _____ 48.00 DP
 02 FC:8522
 Authorized User Name _____ 1000.00 DP

9. Signature:

Deborah Taylor
Signature

March 16, 2009
Date

Deborah Taylor

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

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 OF TRADEMARKS TO FILE

Mark	Reg. No. / Serial No.	Grantor
ALPHA	2257861	New WinCup Holdings, Inc.
BRAVO	78579621	New WinCup Holdings, Inc.
BREEZE	78501443	New WinCup Holdings, Inc.
CAFÉ ULTIMA	2454020	New WinCup Holdings, Inc.
CARGO	78850104	New WinCup Holdings, Inc.
CLARUS	2665356	New WinCup Holdings, Inc.
COMPAC	2193055	New WinCup Holdings, Inc.
COOL QUENCHERS	2336355	New WinCup Holdings, Inc.
CUP Design (by Styroweave)	1400358	New WinCup Holdings, Inc.
EZ-LOCK	78868294	New WinCup Holdings, Inc.
FLEX SOF	78821861	New WinCup Holdings, Inc.
HANDI-KUP HK design	1727681	New WinCup Holdings, Inc.
HANDI-PAK	1699837	New WinCup Holdings, Inc.
I HEART AMERICA & DESIGN	2321795	New WinCup Holdings, Inc.
MISCELLANEOUS DESIGN	2083426	New WinCup Holdings, Inc.
ON-THE-GO	1768085	New WinCup Holdings, Inc.
ON-THE-GO	78824406	New WinCup Holdings, Inc.
POLAR-XL	1846768	New WinCup Holdings, Inc.
POLAR ALPHA	2329344	New WinCup Holdings, Inc.
POLAR CLARUS	2638421	New WinCup Holdings, Inc.
PRO	1817748	New WinCup Holdings, Inc.
PRODIGY	2092046	New WinCup Holdings, Inc.
PROFIT PALS	1811558	New WinCup Holdings, Inc.
SIGNATURE	1816921	New WinCup Holdings, Inc.
SIMPLICITY	1705064	New WinCup Holdings, Inc.
SIMPLICITY design	2513873	New WinCup Holdings, Inc.
STYROCHEM	2151092	New WinCup Holdings, Inc.
STYROCHEM	2151093	New WinCup Holdings, Inc.
STYROCHEM DESIGN	2311631	New WinCup Holdings, Inc.
STRYROCOLORS	1713766	New WinCup Holdings, Inc.

more ↘

Mark	Reg. No. / Serial No.	Grantor
STYROCONTAINERS	926058	New WinCup Holdings, Inc.
STRYROCUP	1340796	New WinCup Holdings, Inc.
STYROLID	881374	New WinCup Holdings, Inc.
STYROWEAVE	1541594	New WinCup Holdings, Inc.
SUNDANCE	2513872	New WinCup Holdings, Inc.
SUNDANCE DESIGN	2418617	New WinCup Holdings, Inc.
THE BIG COOL	1540541	New WinCup Holdings, Inc.
W DESIGN	2218783	New WinCup Holdings, Inc.
WINCUP	2089396	New WinCup Holdings, Inc.
WINCUP LOGO	3133731	New WinCup Holdings, Inc.
WINIMAGES	78547196	New WinCup Holdings, Inc.

**NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

WHEREAS, Morgan Stanley & Co. Incorporated, a Delaware corporation, acting in its capacity as collateral agent (in such capacity, the "Collateral Agent") under the trademark, patent and copyright security agreements listed on Schedule I (such agreements, collectively, the "IP Security Agreements") has been granted a security interest in the intellectual property listed on Schedule II, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Intellectual Property").

WHEREAS, pursuant to that certain Assignment and Acceptance Agreement dated as of January 7, 2009 (the "Collateral Agent Assignment") by and among MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation ("MSSF") and the Collateral Agent, on the one hand, and OBSIDIAN, LLC, a Delaware limited liability company, on the other hand ("Obsidian"), and attached hereto as Exhibit A, the Collateral Agent is assigning all of its right, title and interest under the IP Security Agreements (including, without limitation, all security interests in and to the Intellectual Property to Obsidian, and;

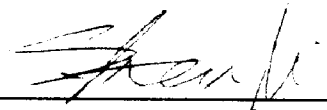
WHEREAS, the Collateral Agent and Obsidian wish to provide notice of the Collateral Agent Assignment.

NOW, THEREFORE, the Collateral Agent and Obsidian hereby provide notice that pursuant to the Collateral Agent Assignment, all right, title and interest of the Collateral Agent under the IP Security Agreements have been assigned to Obsidian, and the Collateral Agent hereby authorizes the Commissioner of Patents and Trademarks and the Registrar of Copyrights, and each of them, to record the assignment of the security interest in the Intellectual Property to Obsidian.

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IN WITNESS WHEREOF, each of the undersigned has executed this Notice of Assignment of Security Interest in Intellectual Property as an instrument as of this 7th day of January, 2009.

MORGAN STANLEY & CO. INCORPORATED,
a Delaware corporation

By: 
Name: STEPHEN B. KOHN
Title: FUNDING DIRECTOR

Agreed to and Accepted by:

OBSIDIAN, LLC ,
a Delaware limited liability company

By: Tennenbaum Capital Partners, LLC
Its: Sole Member

By : _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has executed this Notice of Assignment of Security Interest in Intellectual Property as an instrument as of this 7th day of January, 2009.

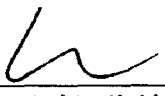
MORGAN STANLEY & CO. INCORPORATED,
a Delaware corporation

By: _____
Name:
Title:

Agreed to and Accepted by:

OBSIDIAN, LLC ,
a Delaware limited liability company

By: Tennenbaum Capital Partners, LLC
Its: Sole Member

By:  _____
Name: Mark K. Holdsworth
Title: Authorized Person

SCHEDULE I
IP SECURITY AGREEMENTS

1. Patent Security Agreement dated as of November 29, 2006, among TR Intermediate Holdings, LLC, a Delaware limited liability company, WinCup, Inc., a Delaware corporation, New Radnor Management, Inc., a Delaware corporation, New WinCup Holdings, Inc., a Delaware corporation, New WinCup Europe Delaware, Inc., a Delaware corporation, New Radnor Chemical Corporation, a Delaware corporation, New StyroChem Europe Delaware, Inc., a Delaware corporation, New StyroChem U.S., Ltd., a Delaware corporation and New WinCup R.E. LLC, a Delaware limited liability company and Morgan Stanley & Co. Incorporated, a Delaware corporation, in its capacity as collateral agent for the Lender Group (as defined therein).

2. Trademark Security Agreement dated as of November 29, 2006, among TR Intermediate Holdings, LLC, a Delaware limited liability company, WinCup, Inc., a Delaware corporation, New Radnor Management, Inc., a Delaware corporation, New WinCup Holdings, Inc., a Delaware corporation, New WinCup Europe Delaware, Inc., a Delaware corporation, New Radnor Chemical Corporation, a Delaware corporation, New StyroChem Europe Delaware, Inc., a Delaware corporation, New StyroChem U.S., Ltd., a Delaware corporation and New WinCup R.E. LLC, a Delaware limited liability company and Morgan Stanley & Co. Incorporated, a Delaware corporation, in its capacity as collateral agent for the Lender Group (as defined therein).

3. Copyright Security Agreement dated as of November 29, 2006, among TR Intermediate Holdings, LLC, a Delaware limited liability company, WinCup, Inc., a Delaware corporation, New Radnor Management, Inc., a Delaware corporation, New WinCup Holdings, Inc., a Delaware corporation, New WinCup Europe Delaware, Inc., a Delaware corporation, New Radnor Chemical Corporation, a Delaware corporation, New StyroChem Europe Delaware, Inc., a Delaware corporation, New StyroChem U.S., Ltd., a Delaware corporation and New WinCup R.E. LLC, a Delaware limited liability company and Morgan Stanley & Co. Incorporated, a Delaware corporation, in its capacity as collateral agent for the Lender Group (as defined therein).

SCHEDULE II
INTELLECTUAL PROPERTY

TRADEMARKS

Mark	Reg. No. / Serial No.	Grantor
ALPHA	2257861	New WinCup Holdings, Inc.
BRAVO	78579621	New WinCup Holdings, Inc.
BREEZE	78501443	New WinCup Holdings, Inc.
CAFÉ ULTIMA	2454020	New WinCup Holdings, Inc.
CARGO	78850104	New WinCup Holdings, Inc.
CLARUS	2665356	New WinCup Holdings, Inc.
COMPAC	2193055	New WinCup Holdings, Inc.
COOL QUENCHERS	2336355	New WinCup Holdings, Inc.
CUP Design (by Styroweave)	1400358	New WinCup Holdings, Inc.
EZ-LOCK	78868294	New WinCup Holdings, Inc.
FLEX SOF	78821861	New WinCup Holdings, Inc.
HANDI-KUP HK design	1727681	New WinCup Holdings, Inc.
HANDI-PAK	1699837	New WinCup Holdings, Inc.
I HEART AMERICA & DESIGN	2321795	New WinCup Holdings, Inc.
MISCELLANEOUS DESIGN	2083426	New WinCup Holdings, Inc.
ON-THE-GO	1768085	New WinCup Holdings, Inc.
ON-THE-GO	78824406	New WinCup Holdings, Inc.
POLAR-XL	1846768	New WinCup Holdings, Inc.
POLAR ALPHA	2329344	New WinCup Holdings, Inc.
POLAR CLARUS	2638421	New WinCup Holdings, Inc.
PRO	1817748	New WinCup Holdings, Inc.
PRODIGY	2092046	New WinCup Holdings, Inc.
PROFIT PALS	1811558	New WinCup Holdings, Inc.
SIGNATURE	1816921	New WinCup Holdings, Inc.
SIMPLICITY	1705064	New WinCup Holdings, Inc.
SIMPLICITY design	2513873	New WinCup Holdings, Inc.
STYROCHEM	2151092	New WinCup Holdings, Inc.
STYROCHEM	2151093	New WinCup Holdings, Inc.

Mark	Reg. No. / Serial No.	Grantor
STYROCHEM DESIGN	2311631	New WinCup Holdings, Inc.
STRYROCOLORS	1713766	New WinCup Holdings, Inc.
STYROCONTAINERS	926058	New WinCup Holdings, Inc.
STRYROCUP	1340796	New WinCup Holdings, Inc.
STYROLID	881374	New WinCup Holdings, Inc.
STYROWEAVE	1541594	New WinCup Holdings, Inc.
SUNDANCE	2513872	New WinCup Holdings, Inc.
SUNDANCE DESIGN	2418617	New WinCup Holdings, Inc.
THE BIG COOL	1540541	New WinCup Holdings, Inc.
W DESIGN	2218783	New WinCup Holdings, Inc.
WINCUP	2089396	New WinCup Holdings, Inc.
WINCUP LOGO	3133731	New WinCup Holdings, Inc.
WINIMAGES	78547196	New WinCup Holdings, Inc.

PATENTS

PATENT	Reg. No. / Application No.	Grantor
Processes for preparing patterns for use in metal castings	6710094	New Styrochem U.S., Ltd.
Processes for forming styrene/Methylmethacrylate copolymers	6502621	New Styrochem U.S., Ltd.
Processes for forming styrenic copolymers	6497269	New Styrochem U.S., Ltd.
Processes for forming styrenic copolymers	6360807	New Styrochem U.S., Ltd.
Process for forming styrenic polymers	6355697	New Styrochem U.S., Ltd.
Treatment for reducing residual carbon in the lost foam process	6303664	New Styrochem U.S., Ltd.
Drink-through cup lid	6612456	New WinCup Holdings, Inc.
Lid for 12-oz. cup	D516910	New WinCup Holdings, Inc.
Car cup-holder cur with flared rim	D446687	New WinCup Holdings, Inc.
Car cup – holder cup with flowerpot	D436295	New WinCup Holdings, Inc.

PATENT	Reg. No. / Application No.	Grantor
rim		
Cup (T32K)	29/199673	New WinCup Holdings, Inc.
Cup (T44K)	29/199657	New WinCup Holdings, Inc.
Lower portion of a cup (CIP OF-00221)	D531854	New WinCup Holdings, Inc. and Perseco
Paper wrapped polymer beverage container cup	11/016162	New WinCup Holdings, Inc.
Paper wrapped polystyrene foam beverage container	11/016163	New WinCup Holdings, Inc.
Beverage cup for placement in holder	11/058024	New WinCup Holdings, Inc.
Cup lid having a sloped perimeter portion	11/402514	New WinCup Holdings, Inc.
Contoured profile domed lid	29/227432	New WinCup Holdings, Inc.

COPYRIGHTS

Copyright	Registration No.	Grantor
I Love America	VA 1-123-532	New WinCup Holdings, Inc.
CAFÉ ULTIMA DESIGN	VA 1-010-604	New WinCup Holdings, Inc.
CAPPUCINO DESIGN	VA 978-777	New WinCup Holdings, Inc.
CONFETTI DESIGN	VA 987-152	New WinCup Holdings, Inc.
FIESTA DESIGN	VA 992-293	New WinCup Holdings, Inc.
FRESH GOURMET Design	VA 943-204	New WinCup Holdings, Inc.
Holly Design	VA 1-143-646	New WinCup Holdings, Inc.
HOLLY DESIGN	VA 987-159	New WinCup Holdings, Inc.
PINECONE DESIGN	VA 956-772	New WinCup Holdings, Inc.
PROFIT PALS	VA 1-297-023	New WinCup Holdings, Inc.
SNOWFLAKE	VA 510-956	New WinCup Holdings, Inc.
SNOWMAN DESIGN	VA 885-962	New WinCup Holdings, Inc.
STARS AND STRIPES	VA 1-165-081	New WinCup Holdings, Inc.
WREATHS DESIGN	VA 987-158	New WinCup Holdings, Inc.

EXHIBIT A
ASSIGNMENT AND ACCEPTANCE

ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT (this “**Assignment**”) dated as of January 7, 2009, is made by and between MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation (“**MSSF**”), and MORGAN STANLEY & CO. INCORPORATED, a Delaware corporation (“**MS&C**”), on the one hand (each, an “**Assignor**” and, together, the “**Assignors**”), and OBSIDIAN, LLC, a Delaware limited liability company, on the other hand (the “**Assignee**”).

Reference is made to that certain Term Loan Credit Agreement dated as of November 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the lenders identified on the signature pages thereof, MSSF, as Term Loan B Agent (as defined therein), MSSF, as Term Loan C Agent (as defined therein), MS&C, as Collateral Agent (as defined therein), TR Intermediate Holdings, LLC, a Delaware limited liability company, WinCup, Inc., a Delaware corporation (“**WinCup**”), and each of WinCup’s subsidiaries identified on the signature pages thereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

Pursuant to Section 15.9 of the Credit Agreement, MSSF and MS&C are deemed to have given notice of their resignation as Term Loan B Agent, Term Loan C Agent and Collateral Agent upon the repayment in full of the Term Loan B Obligations. Each Borrower, each Guarantor, and the Lenders, hereby waives any requirements for prior notice of such resignation pursuant to the terms of the Credit Agreement and deem the resignation effective as of the date hereof.

MSSF hereby assigns to the Assignee, and the Assignee hereby assumes from MSSF, all rights, title and interest of MSSF under the Credit Agreement and the other Loan Documents as Term Loan C Agent thereunder. MS&C hereby assigns to the Assignee, and the Assignee hereby assumes from MS&C, all rights, title and interest of MS&C under the Credit Agreement and the other Loan Documents as Collateral Agent thereunder.

Following execution and delivery of this Assignment by the parties hereto (a) the Assignee shall be a party to the Credit Agreement and shall have all rights, duties and obligations of Term Loan C Agent and Collateral Agent thereunder and under the other Loan Documents, and (b) the Assignors shall be released from their rights, duties and obligations as Term Loan B Agent, Term Loan C Agent and Collateral Agent, as applicable, thereunder and under the other Loan Documents.

This Assignment may be executed in counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Assignment may be executed and delivered by telecopier or other facsimile transmission all with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD FOR ITS CONFLICTS OF LAWS PRINCIPLES BUT INCLUDING AND GIVING EFFECT TO SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[signature pages follow]

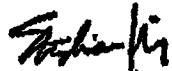
- 2 -

LEGAL_US_E # 82069676.3


TRADEMARK
REEL: 003957 FRAME: 0754

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers, as of the first date written above.

MORGAN STANLEY SENIOR FUNDING, INC.,
a Delaware corporation,
as Assignor

By: 
Name: **Stephen B. King**
Title: **Vice President**
Morgan Stanley Senior Funding, Inc.

MORGAN STANLEY & CO. INCORPORATED,
a Delaware corporation,
as Assignor

By: 
Name: **Stephen B. King**
Title: **Executive Director**
Morgan Stanley & Co., Inc.

OBSIDIAN, LLC,
a Delaware limited liability company,
as Assignee

By: Tennenbaum Capital Partners, LLC
Its: Sole Member

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their respective officers, as of the first date written above:

MORGAN STANLEY SENIOR FUNDING, INC.,
a Delaware corporation,
as Assignor

By: _____
Name:
Title:

MORGAN STANLEY & CO. INCORPORATED,
a Delaware corporation,
as Assignor

By: _____
Name:
Title:


OBSIDIAN, LLC,
a Delaware limited liability company,
as Assignee

By: Tennenbaum Capital Partners, LLC
Its: Sole Member

By: 
Name: Mark K. Holdsworth
Title: Authorized Person

Consented to by:

**MORGAN STANLEY SENIOR FUNDING,
INC.,**
a Delaware corporation, as Term Loan B Lender

By: 
Name: Stephen B. King
Title: Vice President
Morgan Stanley Senior Funding, Inc.

**NORTHWOODS CAPITAL IV, LIMITED, a
company organized under the laws of the Cayman
Islands, as Term Loan B Lender**

**By: Angelo, Gordon & Co., L.P., as Collateral
Manager**

By:

Name:

Title:



BRUCE MARTIN

MANAGING DIRECTOR

**NORTHWOODS CAPITAL V, LIMITED, a
company organized under the laws of the Cayman
Islands, as Term Loan B Lender**

**By: Angelo, Gordon & Co., L.P., as Collateral
Manager**

By:

Name:

Title:



BRUCE MARTIN

MANAGING DIRECTOR

**NORTHWOODS CAPITAL VI, LIMITED, a
company organized under the laws of the Cayman
Islands, as Term Loan B Lender**

**By: Angelo, Gordon & Co., L.P., as Collateral
Manager**

By:

Name:

Title:



BRUCE MARTIN

MANAGING DIRECTOR

**NORTHWOODS CAPITAL VII, LIMITED, a
company organized under the laws of the Cayman
Islands, as Term Loan B Lender**

**By: Angelo, Gordon & Co., L.P., as Collateral
Manager**

By:

Name:

Title:

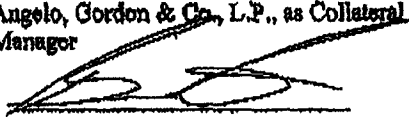


BRUCE MARTIN

MANAGING DIRECTOR

NORTHWOODS CAPITAL VIII, LIMITED,
a company organized under the laws of the
Cayman Islands, as Term Loan B Lender

By: Angelo, Gordon & Co., L.P., as Collateral
Manager

By: 
Name: _____
Title: _____

SILVER OAK CAPITAL, L.L.C., a Delaware
limited liability company, as Term Loan B
Lender and Term Loan C Lender

By: _____
Name: _____
Title: _____

SPECTRUM INVESTMENT PARTNERS,
L.P., a Delaware limited partnership, as Term
Loan B Lender and Term Loan C Lender

By: Spectrum Group Management LLC, a
Delaware limited liability company, as its
general partner

By: _____
Name: _____
Title: _____

Signatures Page to Assignment of Agency Agreement

NORTHWOODS CAPITAL VIII, LIMITED,
a company organized under the laws of the
Cayman Islands, as Term Loan B Lender
By: Angelo, Gordon & Co., L.P., as Collateral
Manager

By: _____
Name: _____
Title: _____

SILVER OAK CAPITAL, L.L.C., a Delaware
limited liability company, as Term Loan B
Lender and Term Loan C Lender

By: *Thomas M. Fetter*
Name: Thomas M. Fetter
Title: Authorized Signatory

SPECTRUM INVESTMENT PARTNERS,
L.P., a Delaware limited partnership, as Term
Loan B Lender and Term Loan C Lender
By Spectrum Group Management LLC, a
Delaware limited liability company, as its
general partner

By: _____
Name: _____
Title: _____

NORTHWOODS CAPITAL VIII, LIMITED,
a company organized under the laws of the
Cayman Islands, as Term Loan B Lender
By: Angelo, Gordon & Co., L.P., as Collateral
Manager

By: _____
Name: _____
Title: _____

SILVER OAK CAPITAL, L.L.C., a Delaware
limited liability company, as Term Loan B
Lender and Term Loan C Lender

By: _____
Name: _____
Title: _____

SPECTRUM INVESTMENT PARTNERS,
L.P., a Delaware limited partnership, as Term
Loan B Lender and Term Loan C Lender
By Spectrum Group Management LLC, a
Delaware limited liability company, as its
general partner

By: _____
Name: **STEPHEN C. JACOBS**
Title: **COO & GENERAL COUNSEL**

ACKNOWLEDGED AND ACCEPTED:

WINCUP, INC.,
as Administrative Borrower

By: 
Name: George Wurtz
Title: Chief Executive Officer

Signature Page to Agency Assignment Agreement.