

02-11-2000



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TRADEMARKS ONLY

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

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Document ID#

Correction of PTO Error
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Conveyance Type

Assignment License

Security Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
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(40.00 OP)

Domestic Representative Name and Address

Enter for the first Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,193,055"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

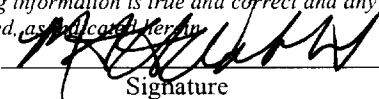
Method of Payment: Enclosed Deposit Account
 Deposit Account (any deficiency)
 (Enter for payment by deposit account or if additional fees can be charged to the account.)
 Deposit Account Number:

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark H. Webbink
Name of Person Signing


Signature

Date Signed

ASSIGNMENT
OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Effective October 15, 1997, Radnor Delaware, Inc. as a Credit Party, entered into that certain Second Amended and Restated Revolving Credit and Security Agreement (as the same may be amended, modified, extended or restated from time to time, the "Amended and Restated Credit Agreement") by and among the Credit Parties party thereto (each a "Credit Party" and collectively, the "Credit Parties") and BNY Financial Corporation (now known as GMAC Commercial Credit LLC), as Agent (the "Agent") for the lenders referenced therein (the "Lenders") and granted a continuing security interest in and continuing lien upon, (i) the trademarks, service marks and related registrations and applications (the "Trademarks"), shown in Exhibit A attached hereto and incorporated herein, to the Agent for the ratable benefit of the Lenders, together with (ii) the goodwill and assets of the business symbolized by such Trademarks and (iii) all actions for infringement concerning the foregoing including the right to sue for and to recover and retain all damages and profits arising from past infringement.

The Notice of Grant of Security Interest in Trademarks was recorded with the United States Patent and Trademark Office January 15, 1997 at Reel 1526, Frame 0414.

GMAC Commercial Credit LLC, as Agent, hereby transfers and assigns its interest in and to said Amended and Restated Loan and Security Agreement and security interest in and continuing lien upon the Trademarks to Bank of America, N.A., as Agent, with the right to exercise all powers set forth therein as Agent thereunder.

Very truly yours,

GMAC Commercial Credit LLC (formerly BNY
Financial Corporation), as Agent and Assignor

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

Bank of America, N.A., as Agent and Assignee

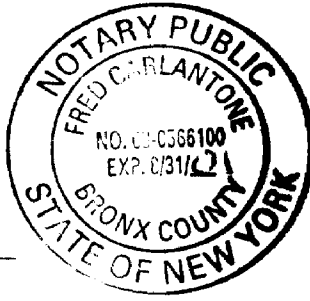
By: David Noda

Name: David Noda

Title: Managing Director

As to GMAC Commercial Credit LLC, as Agent and Assignor:

Sworn to and subscribed before me
this 24 day of December, 1999.



Fred Carlantone

Notary Public

My Commission Expires:

As to Bank of America, N.A., as Agent and Assignee

Sworn to and subscribed before me
this ____ day of December, 1999.

Notary Public

My Commission Expires:

As to GMAC Commercial Credit LLC, as Agent and Assignor:

Sworn to and subscribed before me
this ____ day of December, 1999.

Notary Public

My Commission Expires:

As to Bank of America, N.A., as Agent and Assignee

Sworn to and subscribed before me
this 5th day of ~~December~~, 1999.
January, 2000

Nancy Brink Whalen
Notary Public

My Commission Expires:

NANCY BRINK WHALEN
Notary Public, State of New York
No. 01BR5051618
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires November 6, 192001

November 6, 2001

Exhibit A

**Federal Trademarks Held in the Name of
RADNOR DELAWARE, INC.**

Mark	Reg. No.	Reg. Date
COMPAC	2,193,055	10/6/98