

08-17-2000

Form PTO-1595

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To the Honorable Commi:

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/ER SHEET

ILY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

d the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pioneer Plastics Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☒ Security Interest ☐ Change of Name
☐ Other

Execution Date: November 24, 1999

2. Name and address of receiving party(ies):

Name: Bankers Trust CompanyInternal Address: One Bankers Trust PlazaStreet Address: 130 Liberty StreetCity: New York State: New York ZIP: 10006Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of this application is:

A. Patent Application No. (s)

08/872,862

B. Patent No. (s)

4,741,968

Additional numbers attached? Yes ☐ No ☒

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal AssistantInternal Address: White & Case LLPStreet Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036 - 2787

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41): ...\$80.00.....

- ☒ Enclosed
☒ Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

23-1705 (in case of deficiency)

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

Brian T. Jaenicke
 Name of Person Signing

Signature

Date

08/17/2000 MTHA11 00000202 08072062

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Total number of pages comprising cover sheet: 1

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**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PIONEER PLASTICS CORPORATION, a Delaware corporation (the "Assignor") with principal offices at 20 Progress Drive, Shelton, Connecticut, hereby assigns and grants to BANKERS TRUST COMPANY, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and pending patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the US Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the US Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of November 24, 1999 (as amended from time to time, the "US Security Agreement"). Upon the occurrence of the Termination Date (as defined in the US Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.

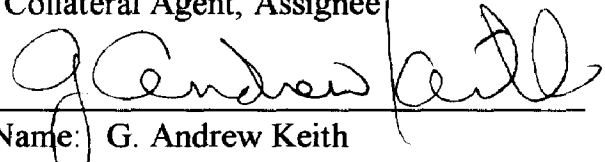
This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the US Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the US Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the US Security Agreement, the provisions of the US Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 24th day of November, 1999.

PIONEER PLASTICS CORPORATION,
as Assignor

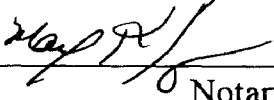
By 
Name: Robert J. Muller, Jr.
Title: President

BANKERS TRUST COMPANY
as Collateral Agent, Assignee

By 
Name: G. Andrew Keith
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of November, 1999, before me personally came Robert J. Muller who, being by me duly sworn, did state as follows: that he is President of PIONEER PLASTICS CORPORATION, that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.




Notary Public

KAY KAREN YIP
Notary Public, State of New York
No. 01Y16009063
Qualified in New York County
Commission Expires June 22, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 24th day of November, 1999, before me personally came G. Andrew Keith who, being by me duly sworn, did state as follows: that he is Vice President of BANKERS TRUST COMPANY that he is authorized to execute the foregoing Assignment of Security Interest on behalf of said company and that he did so by authority of the Board of Directors of said company.



Notary Public

MAY KAREN YIP
Notary Public, State of New York
No. 01Y16009063
Qualified in New York County
Commission Expires June 22, 2000

LIST OF PATENTS

Patent Number (Application)	Description	Date Issued (Applied)
4,741,968	Heat and Pressure Consolidated Laminate	May 3, 1988
08/872,862	Decorative Laminate Incorporating Photoluminescent Material	June 11, 1997