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FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
PATENT

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

Submission Type

☒ **New**

☐ **Resubmission (Non-Recordation)**
Document ID#

☐ **Correction of PTO Error**
Reel # Frame #

☐ **Corrective Document**
Reel # Frame #

Conveyance Type

☐ **Assignment** ☒ **Security Agreement**

☐ **License** ☐ **Change of Name**

☐ **Merger** ☐ **Other**

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) 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 is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip

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)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011675 FRAME: 0648

Correspondent Name and AddressArea Code and Telephone Number **800-833-9848**Name **TONYA CHAPPLE**Address (line 1) **C/O CSC**Address (line 2) **80 STATE STREET**Address (line 3) **ALBANY, NY 12207**

Address (line 4)

Pages

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

12**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

SEE ATTACHED

Patent Number(s)

SEE ATTACHED

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

25**Fee Amount**Fee Amount for Properties Listed (37 CFR 3.41): \$ **880.00**

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(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.

TONYA CHAPPLE

Name of Person Signing



Signature

4-3-01

Date

100533-10

PATENT SECURITY AGREEMENT

(United States Patents)

This Patent Security Agreement ("Agreement") is made this th 28 day of February, 2001, by POLYMER PRODUCTS COMPANY, INC., a Pennsylvania corporation having a mailing address at 100 Station Avenue, Stockertown, PA 18083 ("Grantor") and delivered to **FIRST UNION NATIONAL BANK** having a mailing address at Widener Building, 1339 Chestnut Street, 4th Floor, Philadelphia, PA 19107-3579 ("Agent") as agent for the Lenders under the Credit Agreement (as defined below).

Background

A. This Agreement is being executed in connection with that certain Loan and Security Agreement dated as of the date hereof among PMC Group N.A., Inc., Crystal, Inc.-PMC, Lenco, Inc.-PMC, PMC Engineered Plastics, Inc., PMC Film Canada, Inc., Polymer Products Company, Inc. and Pro Corporation-PMC (each a "Loan Party" and collectively, "Loan Parties"), the Lenders now or hereafter party thereto and Agent (as it may have been and may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Credit Agreement") under which, inter alia, Grantor is (i) granting Agent, for the benefit of Lenders, a lien on and security interest in the Patent Collateral of Grantor (as defined herein) as security for the payment and performance of all of the Obligations (as defined in the Loan Agreement) of Grantor under the Loan Agreement, and under which Agent is entitled to foreclose or otherwise deal with such Patent Collateral under the terms and conditions set forth therein and (ii) granting Agent a license to use or dispose of (conditioned upon the occurrence and continuance of an Event of Default) the Patent Collateral of Grantor. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Grantor owns (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto (hereinafter referred to collectively as the "Patents") and (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"). In conjunction with the Patents and Applications, Grantor may use or adopt any reissues, extensions, divisions or continuations of the Patents or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Patents"); and may be entitled to all future royalties or other fees paid or payments made to Grantor in respect of the Patents (hereinafter referred to collectively as the "Royalties"). The Patents, Applications, Reissued Patents and Royalties are herein referred to collectively as the "Patent Rights".

C. Grantor and Agent desire to have the security interest of Agent in such Patent Collateral confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

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NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the payment and performance of all of the Obligations of Grantor under the Credit Agreement, Grantor grants a lien on and security interest to Agent for the benefit of Lenders in all of the Patent Rights and all proceeds thereof (including license royalties) and all the right, title, interest, claims and demands that Grantor has or may have in profits and damages for past and future infringements of the Patent Rights, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims are collectively referred to as the "Patent Collateral").

2. Grantor hereby covenants and agrees to maintain the Patent Collateral in full force and effect and otherwise perform all of its obligations and undertakings under this Agreement until all of the Obligations of Grantor are indefeasibly paid and satisfied in full and the Credit Agreement and the Revolving Credit Commitments have been terminated.

3. Grantor represents, warrants and covenants to Agent that:

(a) The Patent Collateral is subsisting and has not been adjudged invalid or unenforceable;

(b) All of the Patents are registered, and are valid and enforceable;

(c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patent Collateral, and all of the Patent Collateral is free and clear of any liens, claims, charges, encumbrances and licenses including, without limitation, pledges, assignments, options, and covenants by Grantor not to sue third persons;

(d) Grantor has the full right, power and authority to enter into this Agreement and perform its terms;

(e) Grantor has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 35 U.S.C. §1 et seq., and any other applicable statutes, rules and regulations in connection with its use of the Patent Collateral; and

(f) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Collateral.

4. Grantor further covenants that:

(a) Until all of the Obligations of Grantor have been indefeasibly paid and satisfied in full and the Credit Agreement and Revolving Credit Commitments have been terminated, Grantor will not enter into any agreement which is inconsistent with the obligations of Grantor under this Agreement, the Obligations of Grantor under the Credit Agreement or which may restrict or impair the rights or priorities of Agent hereunder.

(b) If Grantor acquires rights of ownership to any new Patents or Applications not listed on Schedule "A" attached hereto ("Additional Patents"), then (i) the provisions of this Agreement shall be deemed to automatically apply thereto and such Additional Patents shall be deemed part of the Patent Collateral, (ii) Grantor shall give Agent written notice promptly upon its first use thereof, and (iii) Grantor shall promptly deliver to Agent with respect to such Additional Patents a Supplement to Patent Security Agreement in the form attached hereto as Exhibit II, duly completed and executed by Grantor and accompanied by a fully completed Schedule A-1 with respect to such Additional Patents. Each such Schedule A-1 attached to each such Supplement to Patent Security Agreement shall be incorporated and become part of Schedule A attached hereto and all references to Schedule A contained in this Agreement shall be deemed, for all purposes, to also include each such Schedule A-1.

5. So long as this Agreement is in effect and so long as Grantor has not received notice from Agent that an Event of Default has occurred and is continuing under the Credit Agreement and that Agent has elected to exercise its rights hereunder, (i) Grantor shall continue to have the right to use the Patent Collateral; and (ii) Agent shall have no right to use the Patent Collateral or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Patent Collateral to anyone else.

6. Grantor agrees not to sell, grant any license, grant any option, assign or further encumber its rights and interest in the Patent Collateral without the prior written consent of Agent or as may be expressly permitted under the Credit Agreement.

7. Following the occurrence and during the continuance of an Event of Default under the Credit Agreement (including without limitation an Event of Default arising from any failure of Grantor to comply with any covenant or undertaking under this Agreement), Agent, as the holder of a security interest under the Code, as now or hereafter in effect in the jurisdiction whose law governs the interpretation of the Credit Agreement, may take such action permitted under the Credit Documents, hereunder or under any law, in its exclusive discretion, to record, foreclose upon or otherwise exercise its rights against the Patent Collateral covered hereby. For such purposes, and only upon the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes, appoints and empowers Agent, its successors and assigns, and any officer or agent of

Agent as Agent may select, in its exclusive discretion, as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, documents, papers and instruments necessary for Agent to record its interest in any Patent Collateral or Additional Patents in the United States Patent and Trademark Office including, without limitation, the power to execute on behalf of Grantor a Supplement to Patent Security Agreement, to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone else including, without limitation, the power to execute on behalf of Grantor an assignment of Patent Collateral in the form attached hereto as Exhibit I. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Credit Documents, and until all of the Obligations of Grantor are indefeasibly paid and satisfied in full and the Credit Agreement and the Revolving Credit Commitments are terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted to Agent under the Credit Documents and shall be cumulative. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

10. Upon full and unconditional satisfaction and performance of all of the Obligations of Grantor and termination of the Credit Agreement and the Revolving Credit Commitments, Agent shall execute and deliver to Grantor all documents reasonably necessary to terminate the security interest of Agent in the Patent Collateral.

11. Any and all fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, or in defending, protecting, enforcing or terminating the rights of Agent hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantor on demand by Agent and until so paid shall be added to the principal amount of the Obligations of Grantor and shall bear interest at the highest rate applicable to Revolving Loans from time to time under the Credit Agreement.

12. Subject to any applicable terms of the Credit Agreement, Grantor shall have the duty to prosecute diligently any application with respect to the Patent Collateral pending as of the date of this Agreement or thereafter, and maintain all rights in the Patent Collateral and upon request of Agent, Grantor shall make federal application regarding Patent Collateral belonging to Grantor. Any expenses incurred in connection with such applications shall be borne exclusively by Grantor. Grantor shall not abandon any Patent Collateral without the prior written consent of the Agent.

13. Grantor shall have the right to bring suit in its own name to enforce the Patent Collateral, in which event Agent may, if Grantor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including attorneys' fees and costs, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. If an Event of Default has occurred and is continuing under the Credit Agreement, Agent may, without any obligation to do so, complete any obligation of Grantor hereunder, in the name of Grantor or in the name of Agent, but at the expense of Grantor, and Grantor hereby agrees to reimburse Agent in full for all costs and expenses, including, without limitation, all attorneys' fees, incurred by Agent in protecting, defending and maintaining the Patent Collateral.

15. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of the rights and remedies of Agent with respect to the Patent Collateral, whether established hereby or by the Credit Documents, or by any other future agreements between Grantor and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania, without regard to its otherwise applicable principles of conflicts of laws.

19. To the extent permitted by applicable law, Grantor and Agent hereby waive any right to a trial by jury in any action or proceeding arising out of this Agreement or transactions related hereto. Grantor and Agent hereby agree to abide by the provisions relating to jurisdiction, venue, service of process and arbitration contained in Sections 15.3 and 15.4 of the Credit Agreement in disputes arising in connection with this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]


IN WITNESS WHEREOF, the parties hereto have executed this Patent Security Agreement, under seal, the day and year first above written.

POLYMER PRODUCTS COMPANY, INC.

By: 
Name: Paritosh Chakrabarti
Title: President and Secretary

Acknowledged and agreed:

FIRST UNION NATIONAL BANK
As Agent under the Credit Agreement

By: 
Name: Margaret A. Byrne
Title: Vice President

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SCHEDULE A

POLYMER PRODUCTS COMPANY

PATENTS

Patent #'s

5,098,939	Owned by PPG Industries, Inc.
5,229,036	Owned by PPG Industries, Inc.
5,109,037	Owned by PPG Industries, Inc.
5,162,418	Owned by PPG Industries, Inc.
5,071,901	Owned by PPG Industries, Inc.
5,164,437	Owned by PPG Industries, Inc.
5,130,349	Owned by PPG Industries, Inc.
5,185,103	Owned by PPG Industries, Inc.
5,227,416	Owned by PPG Industries, Inc.
4,154,765	Owned by PPG Industries, Inc.
4,224,825	Owned by PPG Industries, Inc.
4,666,958	Owned by PPG Industries, Inc.
4,602,111	Owned by PPG Industries, Inc.
4,616,049	Owned by PPG Industries, Inc.
5,414,031	Owned by PPG Industries, Inc.

Patent Application #'s

07/748,123	Owned by PPG Industries, Inc.
08/264,547	Owned by PPG Industries, Inc.
07/927,699	Owned by PPG Industries, Inc.
07/926,097	Owned by PPG Industries, Inc.
08/024,710	Owned by PPG Industries, Inc.
08/155,043	Owned by PPG Industries, Inc.
08/155,049	Owned by PPG Industries, Inc.

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Commonwealth of Pennsylvania* : SS
COUNTY OF *Philadelphia* :

On this 28th of February, 2001, before me personally appeared Paritosh Chakrabarti, to me known and being duly sworn, deposes and says that s/he is President and Secretary of Polymer Products Company, Inc.; that s/he signed the Agreement thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Ellen Keefe

Notary Public

My Commission Expires:

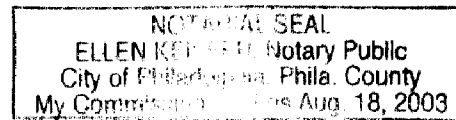


Exhibit I

PATENT ASSIGNMENT

WHEREAS, Polymer Products Company, Inc., a Pennsylvania corporation ("Grantor") is the registered owner of: (i) the United States Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto (hereinafter referred to collectively as the "Patents") and (ii) the applications for Letters Patent and the inventions described and claimed therein set forth on Schedule A hereto and any United States Letters Patent which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"), which are registered with the United States Patent and Trademark Office.

WHEREAS, in conjunction with the Patents and Applications, Grantor may use or adopt any reissues, extensions, divisions or continuations of the Patents or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Patents"); may be entitled to all future royalties or other fees paid or payments made to Grantor in respect of the Patents (hereinafter referred to collectively as the "Royalties"), (the Patents, Applications and the Reissued Patents and the Royalties being herein referred to collectively as the "Patent Rights") and may be entitled to profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims and demand being herein called the "Claims") (the Patent Rights and Claims are collectively referred to as the "Patent Collateral").

WHEREAS, _____ ("Grantee") having a place of business at _____ is desirous of acquiring said Patent Collateral;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed as of the ____ day of _____, _____.

POLYMER PRODUCTS COMPANY, INC.

By: _____
As Attorney-in-fact

SCHEDULE A

Patent

Registration No.

Country

Filing Date

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STATE OF

:

: S.S.

COUNTY OF

:

On this _____ day of _____, _____ before me, a Notary Public for the said County and State, personally appeared known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Polymer Products Company, Inc. ("Grantor") and s/he acknowledged to me that s/he executed the foregoing Patent Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

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EXHIBIT II
Supplement to Patent Security Agreement

This Supplement to Patent Security Agreement ("Supplement"), dated _____, is entered into by Polymer Products Company, Inc., a Pennsylvania corporation ("Grantor"), with an address of 100 Station Avenue, Stockertown, PA 18083, and delivered to First Union National Bank, as agent ("Agent"), with an address of Widener Building, 1339 Chestnut Street, 4th Floor, Philadelphia, Pennsylvania 19107-3579, on behalf of Lenders (as defined below).

Background

A. This Supplement is being delivered in connection with that certain Loan and Security Agreement, dated[_____], by and among, PMC Group N.A., Inc., Crystal, Inc.-PMC, Lenco, Inc.-PMC, PMC Engineered Plastics, Inc., PMC Film Canada, Inc., Polymer Products Company, Inc. and Pro Corporation-PMC, as Loan Parties, the Lenders now or hereafter party thereto and Agent (as it may have been and may hereafter be amended, supplemented, restated, replaced, or otherwise modified from time to time, "Credit Agreement"), and that certain Patent Security Agreement, dated as of the date of the Credit Agreement, by and between Grantor and Agent, (as it may have been and may hereafter be amended, supplemented, restated, replaced, or otherwise modified from time to time "Patent Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Patent Security Agreement.

B. Pursuant to the Credit Agreement and the Patent Security Agreement, Grantor granted to Agent for the benefit of Lenders a lien on and security interest in all of the Patent Collateral of Grantor (as defined therein).

C. Grantor has acquired certain additional Patents and/or Applications as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Patents"). Grantor and Agent desire to execute this Supplement for the purpose of, inter alia, granting, ratifying and confirming the lien and security interest of Agent on and in the Additional Patents, as more fully set forth in the Patent Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows.

1. In consideration of and pursuant to the terms of the Credit Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and

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to secure the Obligations, Grantor grants a lien and security interest to Agent, for the benefit of Lenders, in all of its present and future right, title and interest in and to the Additional Patents, and the registration thereof and the right (but not obligation) to sue for past, present and future infringements thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Patents granted hereby are more fully set forth in the Credit Agreement and the Patent Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Patent Security Agreement contained in the Credit Agreement or other Credit Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule A to the Patent Agreement is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Credit Agreement, Patent Security Agreement or other Credit Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and Patent Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

POLYMER PRODUCTS COMPANY, INC.

By: _____
Name: Paritosh Chakrabarti
Title: President and Secretary

Approved and accepted:

FIRST UNION NATIONAL BANK
As Agent under the Credit Agreement

By: _____
Name:
Title:

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CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this [__ day of _____, 200__], before me personally appeared Paritosh Chakrabarti, who being duly sworn, deposes and says that he/she is the President and Secretary of Polymer Products Company, Inc., the corporation described in the foregoing document, that he/she in such capacity as officer of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

Notary Public

My commission expires: _____

My Commission Expires:

POWER OF ATTORNEY

POLYMER PRODUCTS COMPANY, INC., a Pennsylvania corporation, ("Grantor"), hereby authorizes FIRST UNION NATIONAL BANK its successors and assigns, and any officer or agent thereof (collectively, "Agent") as agent for the Lenders under the Loan and Security Agreement bearing even date herewith among PMC Group N.A., Inc., Crystal, Inc.-PMC, Lenco, Inc.-PMC, PMC Engineered Plastics, Inc., PMC Film Canada, Inc., Polymer Products Company, Inc. and Pro Corporation-PMC, as Loan Parties, the Lenders now or hereafter party thereto and Agent (as it may have been and may hereafter be supplemented, restated, amended, superseded, or replaced from time to time, the "Credit Agreement"), as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under a certain Patent Security Agreement (United States Patents) between Grantor and Agent dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Patent Agreement"), including, without limitation, the power to record its interest in any Patent Collateral or Additional Patents in the United States Patent and Trademark Office including, without limitation, the power to execute on behalf of Grantor a supplement to Patent Security Agreement, to use the Patent Collateral or to grant or issue any exclusive or non-exclusive license under the Patent Collateral to anyone else, to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral to anyone else including, without limitation, the power to execute on behalf of Grantor an assignment of Patent Collateral, in each case subject to the terms of the Patent Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

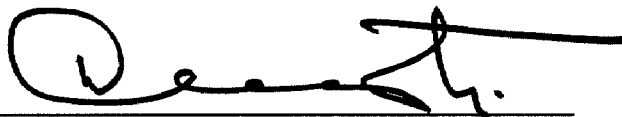
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Patent Agreement, the Credit Agreement and the other Credit Documents.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 20 day of February, 2001.

POLYMER PRODUCTS COMPANY, INC.

By: 

Name: Paritosh Chakrabarti

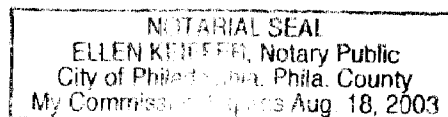
Title: President and Secretary

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF ^{Commonwealth of} ~~OF~~ Pennsylvania : SS
COUNTY OF ^{Philadelphia} ~~OF~~ :

On this 22th of February, 2001 personally appeared Paritosh Chakrabarti, to me known and being duly sworn, deposes and says that s/he is President and Secretary of Polymer Products Company, Inc., the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Ellen Keiffer
Notary Public



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