

10-01-2002



1 SHEET

U.S. Department of Commerce  
Patent and Trademark Office

102237451

Attorney Docket No. B05727-00018

To the Commissioner for Patents. Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b>  AT Plastics Inc. <i>9-30-02</i> <b>Additional names of conveyed party(ies) attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies):</b>  Name: The Peninsula Fund III, L.P. Street Address: The Buhl Building 535 Griswold Street Suite 2050  City: Detroit State: Michigan Zip: 48226  <b>Additional name(s) &amp; address(es) attached?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of Conveyance</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: January 10, 2002		<b>OFFICE OF RECORDS</b> <b>2002 SEP 20 PM 1:44</b> <b>FINANCE SECTION</b>	
<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is A. Patent Application No(s): 09/330,482 B. Patent No(s): 5,686,546 09/881,773 5,695,881  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Lawrence H. Meier Downs Rachlin Martin PLLC 199 Main Street P.O. Box 190 Burlington, Vermont 05402-0190 802-863-2375		<b>6. Total number of applications and patents involved:</b> <u>Four</u>  <b>7. Total fee (37 CFR 3.41):</b> \$ <u>160.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Authorized to charge any deficiencies in the enclosed fees to deposit account  <b>8. Deposit account number:</b> <u>04-1588</u>  (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
<b>9. Statement and signature:</b>  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.  <i>Lawrence H. Meier</i> <u>9/24/02</u> Lawrence H. Meier (Reg. No. 31,446) Date  10/01/2002 LHMELLER 00000077 09330482 01 FC:581 160.00 OP  P204 - 5/00 BTV/217843.1  Total number of pages, including cover sheet <u>8</u>			

PATENT  
REEL: 13323 FRAME: 0830

# ASSIGNMENT FOR SECURITY

## (PATENTS)

**WHEREAS**, AT Plastics Inc. (the "**Assignor**") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A (the "**Patents**");

**WHEREAS**, the Assignor, has entered into a Borrower Security Agreement, dated January 10, 2002 (the "**Security Agreement**"), in favour of The Peninsula Fund III, L.P., as secured party (the "**Assignee**");

**WHEREAS**, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

**IN WITNESS WHEREOF**, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 10, 2002.

**AT PLASTICS INC.**

By: \_\_\_\_\_

Name: Gary Connaughty

Title: President and CEO

On this 10<sup>th</sup> day of January, 2002, before me personally came Gary Connaughty, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President and CEO of AT Plastics Inc., a Canadian corporation, and that he executed the foregoing instrument in the firm name of AT Plastics Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



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Notary Public

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**  
**(PATENTS AND PATENT APPLICATIONS)**

See attached

**Schedule A - Intellectual Property  
(AT Plastics Inc.)**

1. Copyrights

Nil.

2. Designs

Nil.

3. Licensee License Agreements

Master Supply Agreement dated June 4, 2001 between AT Plastics Inc. and Equistar Chemicals, L.P.

Supply Agreement dated December 24, 2001 between AT Plastics Inc. and Noveon Canada Inc.

Software License Agreement dated October 31, 1996 between System Software Associates, Inc. and AT Plastics Inc.

4. Licensor License Agreements

Nil.

5. Patents

<b>Jurisdiction</b>	<b>Patent No./Application No.</b>	<b>Title</b>
Canada	2,113,961	One Part Cross-Linkable Hot Melt Adhesives
Canada	2,273,740	Polyolefin-Backed Nylon Carpets With Improved Stability
United States	09/330,482	Polyolefin-Backed Nylon Carpets With Improved Stability
Canada	2,161,911	Coated Soft Copolymers Suitable For Bulk Shipment and Storage
Canada	2,161,991	Cross-Linkable Polymer Composition Containing A Carboxylic Acid Precursor As A Catalyst
United States	5,686,546	Cross-Linkable Polymer Composition Containing A Carboxylic Acid Precursor As A Catalyst

United States	5,695,881	Coated Soft Copolymers Suitable For Bulk Shipment and Storage
Canada	2,137,218	Moisture Crosslinkable Flame Retardant Compositions For Cable Applications
United States	09/881,773	Thermoplastic Film Having Improved Anti-Fog and Mechanical Properties
Canada	2,350,257	Thermoplastic Film Having Improved Anti-Fog and Mechanical Properties
Canada	2,332,266	Semiconductive Polyolefin Compositions and cables covered with the same
Canada	2,220,495	Water resistant electrical insulation compositions
Canada	2,220,082	Greenhouse film having variable light diffusion properties
Canada	2,135,846	Cross-linkable polymer composition containing a lactone moiety as acatalyst
Canada	2,133,777	Articles formed of multilayered film having antifog properties
Canada	2,084,361	Silane-crosslinkable copolymer compositions
Canada	2,084,359	Ethylene vinyl silane copolymer based hot melt adhesives
Canada	2,076,249	Silane – cross linkable copolymer composition
Canada	2,039,894	Water-tree resistant cable formulations
Canada	1,276,092	Hold-down system for storage of silage

6. Owned Software

Build/Rebuild software.

Sales Force Automation software.