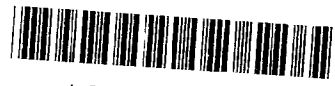


225-05

03-03-2005



102952303

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
STC Plastics, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California
 Other _____
Citizenship (see guidelines) _____
Execution Date(s) February 16, 2005
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Deutsche Bank Trust Company Americas
Internal Address: _____
Street Address: 60 Wall Street
City: New York
State: New York
Country: USA Zip: 10005
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other - Collateral Agent Citizenship: New York
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

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 1674950; 1902759

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: Elizabeth A. Nunn/ White & Case LLP
Internal Address: _____
Street Address: 1155 Avenue of the Americas
City: New York
State: New York Zip: 10036
Phone Number: 212 819-8928
Fax Number: 212 354-8113
Email Address: enunn@whitecase.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 23-1705 (in case of deficiency)
Authorized User Name _____

9. Signature: Elizabeth A. Nunn February 25, 2005
Signature Date

Elizabeth A. Nunn Total number of pages including cover sheet, attachments, and document: 7
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

03/02/2005 ECOOPER 00000303 1674950
01 FC:8521 40.00 OP
 25.00 OP
02 FC:8522
2/23/2005 9:27 AM (2K)
NEWYORK 4705083 v1 [4705083_1.DOC]

TRADEMARK
REEL: 003131 FRAME: 0003

**GRANT OF SECURITY INTEREST
IN CERTAIN PATENTS AND TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, STC PLASTICS, INC., a California corporation (the "Grantor"), hereby assigns and grants to DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto; together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and, (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement, among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 20, 2004 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Security Agreement").

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

[Signatures on Following Page]

16th IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of February, 2005.

STC PLASTICS, INC.,
as Grantor

By: R.P. Schring
Name: Richard P. Schring
Title: Chief Financial Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent, as
Grantee

By: Marguerite Sutton
Name: MARGUERITE SUTTON
Title: DIRECTOR

By: Paul O'Leary
Paul O'Leary
Vice President

SCHEDULE A

MARK

REG. NO.

REG. DATE

New Wave Water Systems

1,674,950

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Party Pak

1,902,759

[]

STC Plastics

No Application #
Issued Yet