

03-09-2005



102955984

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

3-4-05

1. Name of conveying party(ies)/Execution Date(s):
 Pioneer Plastics Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other _____
 Citizenship (see guidelines) _____
 Execution Date(s) December 3, 2004
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes 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: _____

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)

OPR/FINANCE
MAR -4 PM 2:43

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) SEE ATTACHED SCHEDULE A

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: Rachael Sanderson
 Internal Address: White & Case LLP
 Street Address: 1155 Avenue of the Americas
 City: New York
 State: New York Zip: 10036
 Phone Number: 212 819-7834
 Fax Number: 212 354-8113
 Email Address: rsanderson@whitecase.com

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00
 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: Rachael Sanderson Signature March 4, 2005 Date

Rachael Sanderson Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

03/08/2005 DBYRNE 00000004 2036623
01 FC:8521 40.00 OP
02 FC:8522 400.00 OP

NEWYORK 4710848 (2K)

TRADEMARK
REEL: 003131 FRAME: 0881

OWNER	TITLE OF TRADEMARK	APPLICATION #	REGISTRATION #	FILING DATE	REG. DATE
Pioneer Plastics Corporation	PIOPHEN	74/715855	2,036,623	8/15/95	2/11/97
Pioneer Plastics Corporation	PIOREZ	74/712450	2,038,280	8/8/95	2/18/97
Pioneer Plastics Corporation	PIOTHANE	74/712570	2,047,138	8/8/95	3/25/97
Pioneer Plastics Corporation	RESOPREG	72/220401	800,838	6/4/65	12/28/65
Pioneer Plastics Corporation	STRATA II	73/712581	1,526,898	2/22/88	2/28/89
Pioneer Plastics Corporation	CONOLITE	71/586,959	553791	10/28/49	1/22/52
Pioneer Plastics Corporation	CONSOWELD	71/461304	405,771	6/11/43	2/22/44
Pioneer Plastics Corporation	DURABEAUTY	72/133453	747,986	12/6/61	4/16/63
Pioneer Plastics Corporation	DYNAMICS	73/659181	1,467,320	5/6/87	12/1/87
Pioneer Plastics Corporation	MELCOR (Stylized)	73/508274	1342660	11/13/84	6/18/85
Pioneer Plastics Corporation	MELCOR II (Stylized)	73/564753	1,394,066	10/24/85	5/20/86
Pioneer Plastics Corporation	P PIONEER & DESIGN	73/507749	1,354,038	11/08/84	8/13/85
Pioneer Plastics Corporation	PIONEER and P Design	75/149601	2,244,122	8/13/96	5/11/99
Pioneer Plastics Corporation	PIOESTER	74/712447	2,038,279	8/8/95	2/18/97
Pioneer Plastics Corporation	PIONITE and Design	73/609707	1,439,136	7/16/86	5/12/87
Pioneer Plastics Corporation	PIONITE	72/021720	648,807	12/27/56	7/23/57
Pioneer Plastics Corporation	PIONITE	75/320791	2,274,873	7/8/97	8/31/99

SCHEDULE A

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Pioneer Plastics Corporation	STRATA II		1,526,898		
Pioneer Plastics Corporation	CONOLITE	71/586,959	553791	10/28/99	1/22/52
Pioneer Plastics Corporation	CONSOWELD (Abandoned)	71/461304	405,771	6/11/43	2/22/44
Pioneer Plastics Corporation	DURABEAUTY (Abandoned)	72/133453	747,986	12/6/61	4/16/63
Pioneer Plastics Corporation	DYNAMICS		1,467,320		
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Pioneer Plastics Corporation	PIONITE	72/021720	648,807	12/27/06	7/23/57
Pioneer Plastics Corporation	PIONITE	75/320791	2,274,873	7/8/97	8/31/99

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PIONEER PLASTICS CORPORATION, a Delaware corporation (the "Grantor") with principal offices at 20 Progress Drive, Shelton, CT 06484, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a security interest in (i) all of the Grantor'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 Proceeds (as such term is defined in the Security Agreement referred to below) and products 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 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 the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 3, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

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 as 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.



IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
day of December, 2004.

PIONEER PLASTICS CORPORATION, Grantor

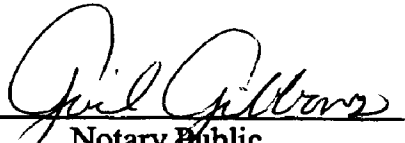
By Jeff M. Muller
Name: JEFFREY M. MULLEN
Title: SECRETARY

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By _____
Name: Paul O'Leary
Title: Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

On this 1st day of December, 2004, before me personally came Jeffrey M.
Muller who, being by me duly sworn, did state as follows: that ~~he~~ is
Secretary of PIONEER PLASTICS CORPORATION, that ~~he~~ is authorized to execute
the foregoing Grant on behalf of said corporation and that ~~he~~ did so by authority of the Board
of Directors of said corporation.


Notary Public
MY COMMISSION EXPIRES May 31, 2005

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

3rd day of December, 2004

PIONEER PLASTICS CORPORATION, Grantor

By _____

Name:

Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

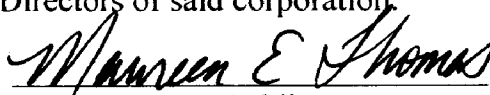
By Paul O'Leary

Name: Paul O'Leary

Title: Vice President

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

On this 3rd day of December, 2004, before me personally came Paul O'Leary who, being by me duly sworn, did state as follows: that he is Vice President of Deutsche Bank Trust Company Americas, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/20 *07*