

RECX

05-12-1999

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To the Honorable Commissioner of Patents

101034987

Check original documents or copy thereof.

1. Name of conveying party(ies):

MP 5-399  
PLASTI-FAB, INC.

- Individual(s)
- General Partnership
- Corporation-State Oregon
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS
- Merger
- Change of Name

Execution Date: January 12, 1999

2. Name and address of receiving party(ies)

Name: CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 425 LEXINGTON AVENUE

City: NEW YORK State: NY ZIP: 10017

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other New York Banking Association

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)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

917,042 and 1,552,754

Additional numbers attached?  Yes  No

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

Name: CADWALADER, WICKERSHAM & TAFT

Internal Address: RAYNARD D. HOOD

LEGAL ASSISTANT

SUITE 2400

Street Address: 227 WEST TRADE STREET

City: CHARLOTTE State: NC ZIP: 28202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481  
02 FC:482

40.00 DP  
25.00 DP

DO NOT USE THIS SPACE

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.

LORI POTTS

Name of Person Signing

Signature

4/26/99

Date

Total number of pages including cover sheet, attachments, and document: 3

MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS

United States Department of Commerce  
Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Ladies and Gentlemen:

Pursuant to a Security Agreement, dated as of January 12, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), PLASTI-FAB, INC., an Oregon corporation (the "Assignor"), has granted to CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent for certain lenders, as Assignee (the "Assignee") a continuing security interest in, and a continuing lien upon, the Trademarks (as such term is defined in the Security Agreement) including the trademarks listed on Exhibit A, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Assignee's security interest in the Trademarks can only be terminated in accordance with the terms of the Security Agreement.

Dated: January 12, 1999

Very truly yours,

PLASTI-FAB, INC.

By Janice A. McCormick  
Name:  
Title:

ACKNOWLEDGED BY:

CANADIAN IMPERIAL BANK OF COMMERCE  
as Assignee

By Michael P. Daven  
Name: Michael P. Daven  
Title: As Agent

**TRADEMARKS**

<b><u>Serial No. or Registration No.</u></b>	<b><u>Issue or File Date (Renewal Date, if Applicable)</u></b>	<b><u>Mark</u></b>
1,552,754		TITSEAL
917,042		PLASTI-FAB

**TRADEMARK LICENSES**

<b><u>Serial No. or Registration No.</u></b>	<b><u>Owner</u></b>	<b><u>Issue or File Date (Renewal Date, If Applicable)</u></b>	<b><u>Mark</u></b>
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**TRADEMARK APPLICATIONS**

<b><u>Serial Number</u></b>	<b><u>Filing Date</u></b>	<b><u>Mark</u></b>
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