

02-08-2000

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Fortune Plastics, Inc.

11231999

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization Connecticut

Receiving Party

Mark if additional names of receiving parties attached

Name Allied Irish Banks, p.l.c.

DBA/AKATA

Composed of

Address (line 1) Bank Centre

Address (line 2) Ballsbridge

Address (line 3) Dublin 4

Ireland

City

State/Country

Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other publicly limited company
- 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 should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Ireland

02/07/2000 DNGUYEN 00000166 2028725

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
50.00 DP

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

TRADEMARK
REEL: 002017 FRAME: 0967

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)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

David E. Boundy

12/16/99

Name of Person Signing

Signature

Date Signed

This COLLATERAL ASSIGNMENT OF SECURITY INTEREST dated November 23, 1999 is made by Fortune Plastics, Inc., having a principal place of business at Williams Lane, Old Saybrook, Connecticut (the "Grantor"), in favor of Allied Irish Banks, p.l.c., having a place of business at Bank Centre, Ballsbridge, Dublin 4, Ireland, as the security agent (together with any successor thereto appointed pursuant to an Intercreditor Deed, dated as of September 8, 1999, the "Grantee") for the Secured Parties.

Grantor is party to (a) a credit agreement dated as of September 8, 1999 (as amended, supplemented or otherwise modified from time to time, and together with all exhibits, schedules, documents, and instruments ancillary thereto, the "Senior Facilities Agreement") with the financial institutions party thereto from time to time and the Grantee, as security agent, and (b) a Mezzanine Facility Agreement dated as of September 8, 1999 (as amended, supplemented or otherwise modified from time to time, and together with all exhibits, schedules, documents, and instruments ancillary thereto, the "Mezzanine Facility Agreement") with the financial institutions party thereto from time to time and the Grantee, as security agent. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Senior Facilities Agreement or the Security Agreement referred to below.

In connection with the Finance Documents, the Grantor entered into a Security Agreement dated November 23, 1999 (as amended, supplemented or otherwise modified hereafter from time to time, the "Security Agreement") with the other grantors party thereto in favor of the Grantee, pursuant to which the Grantor has granted to the Grantee for its benefit and the ratable benefit of the other Secured Parties a security interest in, inter alia, all of the Grantor's rights, title, and interest in and to trademarks and trademark applications and registrations therefor whether then owned or thereafter acquired or created, including, without limitation, the trademarks and trademark applications and registrations therefor listed on Schedule A hereto (the "Trademarks").

The parties desire to record the Grantor's grant of the security interest in the Trademarks to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Grant. Grantor hereby grants to Grantee for its benefit and the ratable benefit of the other Secured Parties, a security interest in and to all of the Grantor's right, title and interest in and to the following:

(i) the Trademarks (but excluding any United States Intent to Use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege

Use in connection therewith to the extent that a valid security interest may not be taken in such an Intent to Use trademark application under applicable law), together with any and all extensions and renewals thereof;

(ii) any and all claims for damages for past, present, and future infringement, misappropriation, or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iii) any and all proceeds of the foregoing.

SECTION 2. Recordation. The parties authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Collateral Assignment of Security Interest.

SECTION 3. Conflict. In the event that any term of this Agreement does or may conflict with the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

SECTION 4. Execution in Counterparts. This Agreement 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.

IN WITNESS WHEREOF, the Grantor has caused this Collateral Assignment of Security Interest to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

FORTUNE PLASTICS, INC.

By Colman O'Neill
Name: C O'NEILL
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS

Mark	Reg. No.	Reg. Date	Owner
POLYCARE & design	2,028,725	January 7, 1997	Fortune Plastics, Inc.
DURALINE	2,004,490	October 1, 1996	Fortune Plastics, Inc.
ENVIROPLAS	1,608,218	July 31, 1990	Fortune Plastics, Inc.

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