

11/29/00

02-11-2000



101265113

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Conveyance Type

- Assignment License
- Security Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

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Name

DBA/AKA/TA

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02/11/2000 TT0N11 00000081 2218783 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

01 FC:481 40.00 OP
02 FC:482 225.00 OP

Domestic Representative Name and Address

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Name

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Correspondent Name and Address

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Address (line 1)

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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) | | |
|---|----------------------|----------------------|--|--|--|
| <input type="text" value="75/562,904"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2,218,783"/> | <input type="text" value="1,713,766"/> | <input type="text" value="1,705,056"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2,089,396"/> | <input type="text" value="1,705,064"/> | <input type="text" value="1,699,837"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1,727,681"/> | <input type="text" value="1,811,558"/> | <input type="text" value="1,768,085"/> |

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

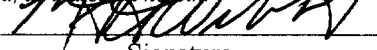
Method of Payment: Enclosed Deposit Account
 Deposit Account (any deficiency)
 (Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

Mark H. Webbink 
 Name of Person Signing Signature Date Signed

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Third Amended and Restated Revolving Credit and Security Agreement dated as of December 29, 1999 (the "Credit Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Agent (the "Agent") for the financial institutions referenced therein (the "Lenders"). the undersigned Obligor has granted a continuing security interest in and continuing lien upon, the trademarks, trademark applications, and trademark registrations shown below to the Agent for the ratable benefit of the Lenders:

Pending Trademark Applications

| Mark | Application Serial No. | Filing Date |
|----------------------|------------------------|-------------|
| Miscellaneous Design | 75-562,904 | 10/2/98 |

Registered Trademarks

| Mark | Registration No. | Registration Date |
|-------------------------|------------------|-------------------|
| Miscellaneous Design | 2,218,783 | 1/19/99 |
| WINCUP | 2,089,396 | 8/19/97 |
| HANDI-KUP HK and Design | 1,727,681 | 10/27/92 |
| STYROCOLORS (Stylized) | 1,713,766 | 9/8/92 |
| SIMPLICITY | 1,705,064 | 8/4/92 |
| PROFIT PALS | 1,811,558 | 12/14/93 |
| Miscellaneous Design | 1,705,056 | 8/4/92 |
| HANDI-PAK | 1,699,837 | 7/7/92 |
| ON-THE-GO | 1,768,085 | 4/27/93 |

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

RADNOR DELAWARE, INC.

By: *R. Radcliffe Hastings*
Name: R. Radcliffe Hastings
Title: SVP

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name: _____
Title: _____

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

RADNOR DELAWARE, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Agent

By: David Noda
Name: David Noda
Title: Managing Director