

01-20-2004

1. G. 04

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌



102649239

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Plastic Specialties and Technologies  
Investments, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Delaware  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: HSBC Bank USA, as Collateral Agent  
Internal  
Address:  
Street Address: 452 Fifth Avenue  
City: New York State: NY Zip: 10018  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State New York  
 Other banking corporation and trust company  
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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other  
Execution Date: 11/21/2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)

2,110,026

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Rosalind Rodburg  
Internal Address:  
Street Address: Latham & Watkins  
885 3rd Avenue  
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1  
7. Total fee (37 CFR 3.41) \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

01/16/2004 DRYRE  
01 FC:8521

DO NOT USE THIS SPACE

9. Signature. 40.00  
Rosalind Rodburg  
Name of Person Signing

*Rodburg*  
Signature  
1/6/04  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231



01-08-2004

U.S. Patent & TMO/c/TM Mail Ropt Dt. #66

TRADEMARK  
REEL: 002898 FRAME: 0103

GRANT OF SECURITY INTEREST  
IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Plastic Specialties and Technologies Investments, Inc., a Delaware corporation (the "Grantor") with principal offices at 260 North Denton Tap Rd., Suite 150, Coppell, Texas 75019, hereby grants to HSBC Bank USA, as Collateral Agent, with offices at 452 Fifth Avenue, New York, New York 10018, (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, (ii) all Proceeds (as such term is defined in the Second Lien 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 Note Obligations of the Grantor, as such term is defined in the Second Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 21, 2003 (as amended, modified, restated and/or supplemented from time to time, the "Second Lien Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Second Lien 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 Second Lien Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Second Lien 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 Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

Pursuant to the terms of the Indenture (as defined in the Second Lien Security Agreement), the security interest granted herein shall in all circumstances prior to the Priority Lien Satisfaction Date (as defined in the Second Lien Security Agreement) be junior and subordinate in ranking to all Priority Liens (as defined in the Second Lien Security Agreement).

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the \_\_\_ day of November, 2003.

PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC.

By: *Kenneth W. R. Baker*  
Name: Kenneth W. R. Baker  
Title: President

State of Texas

County of Denton

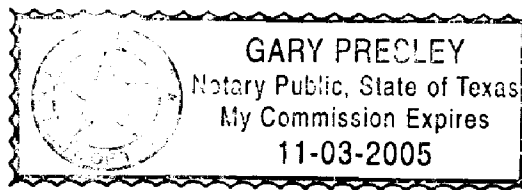
11/19, 2003

Then personally appeared the above named Kenneth Baker of PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC., and acknowledged the forgoing instrument to be his free act and deed as \_\_\_\_\_ of PLASTIC SPECIALTIES AND TECHNOLOGIES INVESTMENTS, INC., before me,

*Gary Precley*

Notary Public

My commission expires: 11-03-05





**Active U.S. Federal Trademark Registrations**

| OWNER  | MARK     | Reg. No   | Reg. Date  |
|--|----------|-----------|------------|
| Plastic Specialties and Technologies Investments, Inc. | FLEXRITE | 2,110,026 | 10/28/1997 |

**NON-US MARKS AND APPLICATIONS**

| Entity   | Mark                | App. No. | Reg. No. | Jurisdiction         | Status     | File Date  | Reg. Date  |
|--|---------------------|----------|----------|----------------------|------------|------------|------------|
| Plastic Specialties and Technologies Investments, Inc. | COLORITE WATERWORKS | 821,631  | 480715   | Canada               | Registered | 08/26/1996 | 08/15/1997 |
| Plastic Specialties and Technologies Investments, Inc. | FLEXRITE            | 850277   | 496007   | Canada               | Registered | 07/09/1997 | 06/15/1998 |
| Plastic Specialties and Technologies Investments, Inc. | COLOR-BRITE         | 823859   | 482677   | Canada               | Registered | 09/23/1996 | 09/19/1997 |
| Plastic Specialties and Technologies Investments, Inc. | COLORITE            | 266,852  |          | Mexico               | Pending    | 06/28/1996 |            |
| Plastic Specialties and Technologies Investments, Inc. | COLORITE            | 201,392  | 201,392  | European Union (CTM) | Registered | 04/01/1996 | 06/30/1998 |
| Plastic Specialties and Technologies Investments, Inc. | COLORITE            | 821,632  | 480717   | Canada               | Registered | 08/26/1996 | 08/15/1997 |

TRADEMARK