

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polymeric Resources Corp.		11/03/2015	CORPORATION: NEW JERSEY
Custom Resins, Inc.		11/03/2015	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	ACF Finco I LP		
Street Address:	580 White Plains Road		
City:	Terrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1427043	NYLENE	
Registration Number:	1373187	NYLAMID	
Registration Number:	2061710	NORPEX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	jwalbess@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	140 Pearl Street		
Address Line 4:	Buffalo, NEW YORK 14216		
ATTORNEY DOCKET NUMBER:	078111.00000		
NAME OF SUBMITTER:	Jordan Walbesser		
SIGNATURE:	/Jordan L. Walbesser, Reg.# 67,761/		
DATE SIGNED:	12/07/2015		
Total Attachments: 15			
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TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

This TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT (this "*Agreement*"), dated as of November 3, 2015 is made between POLYMERIC RESOURCES CORP., a corporation organized under the laws of the State of New Jersey ("*Polymeric*"), CUSTOM RESINS, INC., a corporation organized under the laws of the State of Kentucky ("*Resins*", and together with Polymeric, the "*Assignors*", and individually, an "*Assignor*"), and ACF FINCO I LP, a Delaware limited partnership with a place of business at 580 White Plains Road, Suite 610, Tarrytown, New York 10591 ("*Lender*").

RECITALS:

The Assignors have executed and delivered to Lender a Loan and Security Agreement dated on or about the date hereof (the "*Obligation Agreement*"), and other agreements, documents and instruments contemplated by the transactions contained in the Obligation Agreement. The Obligation Agreement, together with all agreements, documents and instruments executed and/or delivered to Lender by any person in connection therewith, as the same may be amended, restated, extended, replaced or otherwise modified from time to time, shall be referred to collectively as the "*Loan Documents*". Pursuant to the terms of the Obligation Agreement the Assignors are liable for the payment and performance of the "US Obligations" (as such term is defined in the Obligation Agreement) as further described therein, and pursuant to the terms of a Unconditional and Continuing Guaranty, Pledge and Security Agreement dated on or about the date hereof (the "*Guaranty*") the Assignors are guaranteeing repayment and performance of the "Canadian Obligations" (as such term is defined in the Obligations Agreement). Pursuant to the terms of this Obligation Agreement and the Guaranty the Assignors are granting to Lender a security interest in and to the "Trademark Collateral" (as defined below) in order to secure repayment of US Obligations pursuant to the Obligation Agreement and to secure repayment of the Canadian Obligations pursuant to the Guaranty.

AGREEMENT:

SECTION 1. Definitions. Unless defined in the introductory paragraph, above, in the Recitals, above, in the body of this Agreement, or in the Exhibits or other Schedules hereto, capitalized terms have the meanings given to such terms in the Loan Documents. Each term defined in the singular shall be interpreted in a collective manner when used in the plural, and each term defined in the plural shall be interpreted in an individual manner when used in the singular.

SECTION 2. Grant of Assignment and Security Interest. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to secure the prompt payment and performance of all of the Obligations to Lender, each Assignor does hereby assign to Lender, and mortgage, pledge and hypothecate to Lender, and grant to Lender for its benefit, first priority liens and security interests in and to, all of the following property, whether now owned or hereafter acquired or existing by such Assignor (the "*Trademark Collateral*"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature, now existing anywhere in the world or hereafter adopted or acquired throughout the world, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United

States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including each registered trademark and trademark application referred to in Exhibit A-1 with respect to Polymeric, and Exhibit A-2 with respect to Resins, attached hereto;

(b) all extensions, renewals and reexaminations of any of the items described in paragraph (a), immediately above;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, paragraphs (a) and (b), above;

(d) all trademark licenses, including each trademark license referred to in Exhibit B attached hereto; and

(e) all proceeds of, and rights associated with, all of the foregoing (including license royalties and proceeds of infringement suits), all claims and rights of each Assignor to sue third parties for past, present or future infringement or dilution of any trademark or trademark application, including any trademark or trademark application referred to in Exhibit A attached hereto, or for any injury to the goodwill associated with the use of any such trademark, and for breach or enforcement of any trademark license, including any trademark license referred to in Exhibit B attached hereto, and all rights corresponding thereto throughout the world.

The security interests and rights, powers, remedies and privileges granted to Lender hereby have been granted as a supplement to, and not in limitation of, the security interests and rights, powers, remedies and privileges granted to Lender for its benefit under the other Loan Documents. The Loan Documents (and all rights, powers, remedies and privileges of Lender thereunder) shall remain in full force and effect in accordance with their terms notwithstanding an Assignor's execution, delivery or performance of this Agreement. Each Assignor acknowledges and agrees that Trademark Collateral securing any purchase money security interest in favor of Lender also secures all non-purchase money security interests in favor of Lender.

SECTION 3. Representations and Warranties; Covenants. Each Assignor represents, warrants and covenants to Lender, and shall be deemed to continually do so, as long as this Agreement shall remain in force, that:

(a) Validity and Enforceability. The execution, delivery and performance of this Agreement, and the creation of all security interests, pledges, liens, charges, mortgages or other encumbrances in favor of Lender pursuant to this Agreement are within such Assignor's organizational power, and have been duly authorized by all necessary or proper actions of or pertaining to such Assignor (including the consent of directors, officers, managers, partners, shareholders and/or members, as applicable);

(b) Title to Trademark Collateral. To the knowledge of the Assignors, each Assignor has good and marketable title to the Trademark Collateral as an owner thereof. There are no existing liens on or other security interests in or to any Trademark Collateral, except for liens and security interests in favor of Lender, and security interests of third parties with respect to which Lender has consented to in writing in advance, all of which as of the date hereof are described on Exhibit B attached hereto. Except as set forth on Exhibit B attached hereto, none of the Trademark Collateral is subject to any prohibition against encumbering, pledging, hypothecating or assigning the same or requires notice or consent in connection therewith. For the purposes of this Agreement, "to the knowledge of the Assignors" means (i) the actual individual and/or collective knowledge of any of the Assignors' directors, officers and senior management (individually and collectively, the "*Knowledge Parties*"), after due inquiry by each of the Knowledge Parties, and (ii) the individual and/or collective knowledge of any fact, condition, event, occurrence or circumstance that would have come to the attention of any of the Knowledge Parties in the course of discharging his or her duties as a director, officer, managing partner,

manager, partner, member or senior manager of an Assignor (as applicable) in a reasonable and prudent manner consistent with sound business practices;

(c) No Violation or Restrictions. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the performance of or compliance with the provisions of this Agreement, will (i) conflict with or result in a breach of any of the terms, covenants, conditions or provisions of an Assignor's Charter Documents, any agreement, indenture, judgment or order to which an Assignor is a party or by which an Assignor or the Trademark Collateral is bound, or will constitute a default under any of the foregoing, or (ii) result in the creation or imposition of any lien, security interest, charge, mortgage or other encumbrances of any nature whatsoever in, to or on the Trademark Collateral, (iii) violate any order, writ, judgment, injunction, or decree of any court of competent jurisdiction binding on an Assignor or its property, or any provision of applicable law, or (iv) require the consent or approval of any Governmental Authority or any other Person that has not been obtained, and each such consent or approval obtained by such Assignor has been furnished to Lender prior to the date of this Agreement;

(d) Compliance with Law. No Assignor is in violation of any law, ordinance, governmental rule, regulation, order or judgment to which such Assignor may be subject which is likely to materially affect the financial condition of such Assignor or such Assignor's rights, title and interest in and to the Trademark Collateral;

(e) Perfection and Protection of Trademark Collateral. Each Assignor acknowledges and agrees that this Agreement has been executed and delivered by such Assignor for the purpose of registering the security interests of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. Until the final and indefeasible payment to Lender in cash and performance of the Obligations in full and termination of Lender's commitments with respect to the Obligations, each Assignor will continually take such steps as are necessary and prudent to protect the interests of Lender in the Trademark Collateral granted hereunder including, but not limited to, the following:

(i) Defend the Trademark Collateral against the claims and demands of all other parties and keep the Trademark Collateral free of all liens, encumbrances, mortgages or security interests in, on or to any of the Trademark Collateral, or in, to or on rights thereto, except for the security interests of Lender pursuant to the terms hereof, and security interests of third parties with respect to which Lender has consented to in writing in advance, all of which as of the date hereof are described on Exhibit B attached hereto, and defend the Trademark Collateral against all claims and demands of third parties at any time claiming the same or any interest therein;

(ii) Neither directly nor indirectly sell, transfer hypothecate or otherwise dispose of the Trademark Collateral or any interest therein, in bulk or otherwise, or grant any Person an option to acquire any right, title or interest in or to all or any portion of the Trademark Collateral, or grant any rights in or to the Trademark Collateral other than rights to use the Trademark Collateral as described in Exhibit B attached hereto, and the security interests in the Trademark Collateral granted to Lender pursuant to the terms hereof;

(iii) Execute and deliver to Lender such security agreements, assignments, and other documents and instruments as Lender may at any time or from time to time reasonably request that are required to perfect or protect the security interests granted to Lender hereby, and pay all costs of title searches and filing financing statements, assignments and other documents in all public offices requested by Lender;

(iv) Cooperate with Lender in obtaining appropriate waivers or subordinations of interests from such third parties in any Trademark Collateral as may be required by Lender in Lender's

sole and absolute discretion. Each Assignor authorizes Lender to execute alone any financing statements or other documents or instruments that Lender may require to perfect, protect or establish any lien or security interest granted to Lender by such Assignor hereunder and further authorizes Lender to sign such Assignor's name on the same and/or to file or record the same without such Assignor's signature thereon. Each Assignor hereby appoints Lender as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Lender's security interests in the Trademark Collateral. The powers granted to Lender herein, being coupled with an interest, are irrevocable, and Assignor approves and ratifies all acts of the attorney-in-fact. In acting in accordance with the terms of this Agreement, Lender shall not be liable for any act or omission, error in judgment or mistake of law except for Lender's gross negligence or willful misconduct;

(v) Pay all taxes, assessments and other charges of every nature which may be imposed, levied or assessed against the Trademark Collateral;

(vi) Maintain books and records relating to the Trademark Collateral satisfactory to Lender and allow Lender or its representatives access to such records and the Trademark Collateral at all reasonable times for the purpose of examining, inspecting, verifying, copying, extracting and other reasonable purposes as Lender may reasonably require; and

(vii) Maintain the Trademark Collateral and the books and records relating to the Trademark Collateral at such Assignor's address as indicated in the Obligation Agreement, or at such other address as Lender shall permit, in its sole discretion, upon request to Lender contained in an Authenticated Record from an Assignor.

SECTION 4. Events Of Default. Any of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) An Assignor fails to perform or observe any agreement, covenant or obligation of such Assignor contained in this Agreement; or

(b) Any representation by or on behalf of an Assignor contained in this Agreement shall have been breached or otherwise shall have been inaccurate when made; or

(c) An Assignor purports to terminate this Agreement; or

(d) Upon the cessation of business or operations of an Assignor; or

(e) An Assignor shall (i) cease to be Solvent, (ii) make an assignment for the benefit of its creditors, (iii) call a meeting of its creditors to obtain any general financial accommodation, (iv) suspend business, or (v) commence any case under any provision of any Debtor Relief Law, or under any federal, state, local or other Applicable Law including provisions for reorganizations or liquidations; or

(f) (i) If any case under a provision of any Debtor Relief Law or any Insolvency Proceeding shall be commenced against an Assignor, or (ii) if a receiver, trustee (including any trustee-in-bankruptcy), controller, interim receiver, receiver and manager, custodian, conservator, administrator, examiner, sheriff, monitor, assignee, liquidator, provisional liquidator, sequestrator, administrative receiver, judicial manager, statutory manager or similar officer or fiduciary for an Assignor or for any part of an Assignor's Property shall be appointed for Assignor or for any of an Assignor's Property, and (iii) (A) such Assignor shall not have contested any such case or appointment in good faith by appropriate proceedings diligently conducted within thirty (30) calendar days of the commencement of such case or date of such appointment, and (B) such case or appointment shall not have been withdrawn or terminated within seventy five (75) calendar days from the commencement of such case or date of such

appointment, unless the order sought under such Debtor Relief Law for withdrawal or termination shall have been granted before such date; or

(g) The occurrence of any "Default" or "Event of Default" under any other Loan Document (as defined in the respective Loan Document) that has not been waived or otherwise cured pursuant to such Loan Document; or

(h) The occurrence of a material adverse change in the condition, marketability or value of the Trademark Collateral, unless such change is caused by an event for which insurance coverage is in effect and the proceeds of such insurance are paid to Lender.

SECTION 5. Rights and Remedies of Lender. At all times prior to the final and indefeasible payment to Lender in cash and performance of the Obligations in full, Lender shall have, in addition to all other rights, powers, remedies and privileges granted to Lender under this Agreement (i) all rights, powers, remedies and privileges granted to a secured party in the UCC, and (ii) all rights, powers, remedies and privileges with respect to Trademark Collateral granted to Lender under the other Loan Documents, and (iii) all rights, powers, remedies and privileges granted to Lender with respect to the Trademark Collateral available under Applicable Law.

SECTION 6. Expense of Collection and Sale, Lease or License. Assignors agree, jointly and severally, to pay all reasonable costs and expenses incurred by Lender in connection with the negotiation and preparation of this Agreement or any other document or instrument executed in connection herewith, in determining its rights under and enforcing the security interests created by this Agreement, including, without limitation, costs and expenses relating to taking, holding, insuring, preparing for sale, lease, license or other disposition, appraising, selling, leasing, licensing or otherwise realizing on the Trademark Collateral, and reasonable attorneys' fees and expenses in connection with any of the foregoing. All such reasonable costs and expenses shall be payable on demand, and shall bear interest at the highest rate charged on any Obligation, payable on demand, from the date of Lender's payment of such costs and expenses until payment in full is made by Assignor. The provisions of this Section 6 shall survive termination of the Obligations and the termination of this Agreement.

SECTION 7. Compliance with Other Laws. Lender may comply with the requirements of any Applicable Law in connection with a sale, lease, license or other disposition of the Trademark Collateral, and Assignor hereby acknowledges and agrees that Lender's compliance therewith will not be considered to adversely affect the commercial reasonableness of any sale of the Trademark Collateral.

SECTION 8. Release of Security Interests. Upon final and indefeasible payment in cash to Lender and performance of Obligations in full, and the termination of Lender's commitments with respect to the Obligations, Lender shall, at Assignors' expense, execute and deliver to the Assignors all instruments and other documents as may be necessary or proper to release Lender's liens on and security interests in and to the Trademark Collateral that have been granted to Lender hereunder.

SECTION 9. General Provisions.

(a) Rights and Remedies Cumulative. Lender's rights, powers, remedies and privileges under this Agreement shall be cumulative and not alternative or exclusive, irrespective of any other rights, powers, remedies or privileges that may be available to Lender under any other Loan Document, by operation of law or otherwise, and may be exercised by Lender at such time or times and in such order as Lender in Lender's sole discretion may determine, and are for the sole benefit of Lender. No course of dealing and no delay or failure of Lender in exercising any right, power, remedy or privilege under this Agreement or any other Loan Document shall (a) affect any other or future exercise thereof, or (b) operate as a waiver thereof, (c) preclude Lender from exercising, or operate as a waiver of, any other right, power, remedy or privilege of Lender under

this Agreement or any other Loan Document, or (d) result in liability to Lender or Lender's Affiliates or their respective members, managers, shareholders, directors, officers, partners, employees, consultants or agents. No single or partial exercise by Lender of any right, power, remedy or privilege under this Agreement or any other Loan Document, or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege, shall preclude any further exercise thereof or of any such other right, power, remedy or privilege.

(b) Reinstatement. Lender's rights, powers, remedies and privileges under this Agreement and the agreements, covenants, liabilities and obligations of each Assignor set forth in this Agreement (including, but not limited to, each Assignors obligations and liabilities under the Obligation Agreement, the Guaranty, and all security interests, Liens, charges and other encumbrances granted to Lender under this Agreement) shall continue to be effective, or be reinstated, as the case may be, if at any time any payment in respect of the Obligations is rescinded or must otherwise be restored or returned by Lender by reason of any bankruptcy, reorganization, arrangement, composition or similar proceeding or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, an Assignor or any other Person, or any Property of an Assignor or any other Person, or otherwise, all as though such payment had not been made. Furthermore, to the extent that an Assignor, any Person providing a Supporting Obligation in connection with the Obligations, or any other Person, makes a payment or payments to Lender, or Lender enforces any right, power, remedy, privilege, security interest, Lien, charge or other encumbrance, or exercises any right of setoff, granted to Lender under this Agreement or any other Loan Document with respect to an Assignor Property, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any Debtor Relief Law, any other Applicable Law or any equitable cause, then, to the extent of such recovery, the Assignor's Obligations or part thereof originally intended to be satisfied, and all rights, powers, remedies, privileges, security interests, Liens, charges and other encumbrances, granted to Lender with respect to an Assignor's Obligations and Property under this Agreement, under any other Loan Document, and under Applicable Law, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

(c) Successors and Assigns. This Agreement is entered into for the benefit of the parties hereto and their successors and assigns and shall be binding upon the parties, their successors and assigns. Lender shall have the right, without the necessity of any consent, authorization or other action by any Assignor, to sell, hypothecate, assign, securitize or grant participations in all or a portion of Lender's interest in the Loans and the Loan Documents to other financial institutions or other Persons of Lender's choice and on such terms as are acceptable to Lender in Lender's sole discretion. No Assignor shall assign, exchange or otherwise hypothecate this Agreement, or any rights, liabilities or obligations under this Agreement, in whole or in part, without the prior written consent of Lender, which consent may be granted or withheld in Lender's sole discretion, and any attempted assignment, exchange or hypothecation without Lender's written consent shall be void and be of no effect.

(d) Notice. Wherever this Agreement provides for notice to any party (except as expressly provided to the contrary), it shall be given by messenger, facsimile, certified U.S. mail with return receipt requested, or nationally recognized overnight courier with receipt requested, effective when either received or receipt rejected by the party to whom addressed, and shall be addressed as provided below, or to such other address as the party affected may hereafter designate:

If to Lender:

ACF FinCo I LP
Attn: John P Reilly, Chairman
580 White Plains Road, Suite 610
Tarrytown, NY 10591
Tel: (914) 418-1200 (ext. 208)
Fax: (914) 921-1154

ACF FinCo I LP
Attn: Oleh Szczupak, Vice President
580 White Plains Road, Suite 610
Tarrytown, NY 10591
Tel: (914) 418-1200 (ext. 216)
Fax: (914) 921-1154

With a copy to:

Terrence A. Greiner, Esq.
Terrence A. Greiner P.C.
5687 Main Street
Williamsville, NY 14221
Tel: (716) 626-9993
Fax: (888) 234-4580

If to the Assignors:

Polymeric Resources Corp.
US Loan Representative
55 Haul Road
Wayne, NJ 07470
Attn: Sol Schlesinger and Arthur Z. Quint
Tel: (973) 694-4141
Fax: (973) 694-3549
Email: sschlesinger@nylene.com
aquint@nylene.com

With a copy to:

Norman A. Klein, Esq.
Carlet, Garrison, Klein & Zaretsky, LLP
1135 Clifton Avenue
Suite 104
Clifton, NJ 07013
Tel: (973) 777-6200 (ext. 130)
Fax: (973) 777-0412
Email: nklein@cgkesqs.com

(a) Strict Performance. The failure by Lender at any time to require Assignor's strict compliance with or performance of any provision of this Agreement shall not waive, affect, impair or diminish any right of Lender thereafter to demand Assignor's strict compliance with and performance of such provision. Any suspension or waiver by Lender of any Default or Event of Default shall not suspend, waive or affect any other Default or Event of Default, whether the same is prior or subsequent to such suspension or waiver and whether of the same or a different type.

(b) Waiver. Assignor waives presentment, protest, notice of dishonor and notice of protest with respect to any Document or Instrument on or for which it may be liable to Lender as maker, endorser, guarantor or otherwise (including but not limited to this Agreement).

(c) Construction of Agreement. The parties hereto agree that the terms, provisions and language of this Agreement were the result of negotiations between the parties, and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided without regard to events of authorship or negotiation.

(d) Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Obligation Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Obligation Agreement and the other Loan Documents.

(e) Waiver of Right to Jury Trial. Assignor and Lender recognize that in matters related to the Loans, this Agreement and/or the other Loan Documents, and as each may be subsequently modified and/or amended, either party may be entitled to a trial in which matters of fact are determined by a jury (as opposed to a trial in which such matters are determined by a judge, magistrate, referee or other elected or appointed decider of facts). By executing this Agreement, Lender and Assignor will give up their respective right to a trial by jury. Assignor and Lender each hereby expressly acknowledges that this waiver is entered into to avoid delays, minimize trial expenses, and streamline the legal proceedings in order to accomplish a quick resolution of claims arising under or in connection with this Agreement, the other Loan Documents, the Loan(s), the Note(s) and the transactions contemplated by this Agreement.

(i) WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ASSIGNOR AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT ASSIGNOR OR LENDER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, ACTION, SUIT OR PROCEEDING, DIRECTLY OR INDIRECTLY, AT ANY TIME ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, ANY LOAN, ANY NOTE, ANY LOAN DOCUMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, BEFORE OR AFTER MATURITY.

(ii) CERTIFICATIONS. ASSIGNOR HEREBY CERTIFIES THAT NEITHER ANY REPRESENTATIVE NOR AGENT OF LENDER NOR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT LENDER WOULD NOT, IN THE EVENT OF ANY LITIGATION, ACTION SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER. ASSIGNOR ACKNOWLEDGES THAT LENDER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATION HEREIN.

(f) Entire Agreement; Amendments; Lender's Consent. This Agreement (including the Schedules and Exhibits) constitutes the entire agreement between Lender and Assignor with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions between Lender and Assignor, whether express or implied, oral, written, inscribed on a tangible medium or stored in an electronic or other medium, with respect to the subject matter hereof. No amendment or waiver of any provision of this Agreement, nor consent by Lender to any departure by Assignor therefrom, shall in any event be effective unless the same shall be in writing and Authenticated by Lender in such writing, and then such amendment, waiver or consent shall be effective only to the extent specifically set forth in such writing. No discussions, negotiations or statements, whether oral, or in electronic or other

format, by Lender or between Assignor and Lender with respect to the subject matter of this Agreement or any of the other Loan Document shall be valid and binding against Lender, nor shall the same create a binding obligation on Lender to lend money or to take any other action with respect to the Loans or Assignor, unless the same is reduced to writing and Authenticated by Lender in such writing.

(g) 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 but one and the same instrument.

(h) Severability of Provisions. Any provision of this Agreement or any of the other Loan Documents that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or the other Loan Documents or affecting the validity or enforceability of such provision in any other jurisdiction.

(i) Governing Law; Consent To Jurisdiction.

(i) THIS AGREEMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY LENDER AND ACCEPTED BY THE ASSIGNORS IN THE STATE OF NEW YORK, AND THE PROCEEDS OF EACH NOTE DELIVERED PURSUANT HERETO WERE AND ARE DISBURSED FROM THE STATE OF NEW YORK. THE PARTIES AGREE THAT THE STATE OF NEW YORK HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT, THE OTHER LOAN DOCUMENTS (UNLESS OTHERWISE EXPRESSLY STATED IN SUCH LOAN DOCUMENT) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER (UNLESS OTHERWISE EXPRESSLY STATED IN SUCH LOAN DOCUMENT) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED ENTIRELY IN SUCH STATE WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN A GOVERNING LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK. TO THE FULLEST EXTENT PERMITTED BY LAW, LENDER AND EACH ASSIGNOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT OR ANY NOTE ISSUED BY ANY ASSIGNOR TO LENDER IN CONNECTION HERewith.

(ii) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR ANY ASSIGNOR ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE INSTITUTED IN THE SOLE OPTION OF LENDER IN ANY FEDERAL OR STATE COURT LOCATED IN NEW YORK COUNTY, NEW YORK PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW; HOWEVER, LENDER MAY, AT ITS OPTION, COMMENCE ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM OR JURISDICTION TO OBTAIN POSSESSION OF OR FORECLOSE UPON ANY COLLATERAL LOCATED IN SUCH FORUM OR JURISDICTION, TO OBTAIN EQUITABLE RELIEF OR TO ENFORCE ANY JUDGMENT OR ORDER OBTAINED BY LENDER AGAINST AN ASSIGNOR OR WITH RESPECT TO ANY COLLATERAL IN SUCH FORUM OR JURISDICTION, TO ENFORCE ANY RIGHT, POWER, REMEDY OR PRIVILEGE UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR UNDER APPLICABLE LAW OR TO OBTAIN ANY OTHER

RELIEF DEEMED APPROPRIATE BY LENDER, AND LENDER AND EACH ASSIGNOR EACH WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND LENDER AND EACH ASSIGNOR EACH HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. EACH ASSIGNOR REPRESENTS AND ACKNOWLEDGES THAT IT HAS REVIEWED THIS CONSENT TO JURISDICTION PROVISION WITH ITS LEGAL COUNSEL, AND HAS MADE THIS WAIVER KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION OR DURESS.

(j) Headings. The headings preceding the text of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement or affect its meaning, construction or effect.

(k) Exhibits and Schedules. All Exhibits and Schedules to this Agreement are hereby incorporated by reference herein and made a part hereof.

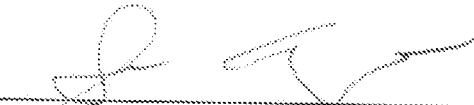
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Assignor and Lender have caused this Agreement to be duly executed and delivered by its respective duly authorized officer as of the day and year first above written.

ASSIGNOR:

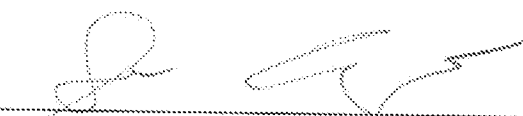
POLYMERIC RESOURCES CORP.

By: 

Name: Sol Schlesinger

Title: PRESIDENT

CUSTOM RESINS, INC.

By: 

Name: Sol Schlesinger

Title: PRESIDENT

LENDER:

ACF FINCO I LP

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor and Lender have caused this Agreement to be duly executed and delivered by its respective duly authorized officer as of the day and year first above written.

ASSIGNOR:

POLYMERIC RESOURCES CORP.

By:

Name:

Title:

CUSTOM RESINS, INC.

By:

Name:

Title:

LENDER:

ACF FINCO I LP

By: 

Name: *Olat Seccupak*

Title: *Vice President*

EXHIBIT A-1
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

POLYMERIC TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date
NYLENE	1427043	February 3, 1987
NYLAMID	1373187	December 3, 1985
NORPEX	2061710	May 13, 1997

EXHIBIT A-2
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

RESINS TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration Number	Registration Date
NYLENE	1427043	February 3, 1987

**EXHIBIT B
TO
TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT**

**LICENSES OF, AND LIENS AND ENCUMBRANCES ON, TRADEMARK
COLLATERAL**

None.