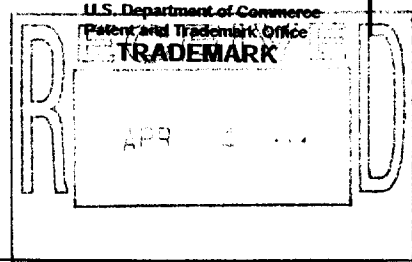


07-27-1999



101081917

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MD
4-14-99

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

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

04/23/1999 VBRODM 00000141 1360787

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 350.00 OP

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

REEL: 001903 FRAME: 0560

Domestic Representative Name and Address

Enter for the first Receiving Party only.

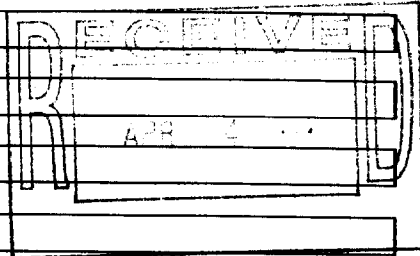
Name

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1360787"/>	<input type="text" value="1362158"/>	<input type="text" value="1685228"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1362117"/>	<input type="text" value="1362160"/>	<input type="text" value="1685288"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1362118"/>	<input type="text" value="1688981"/>	<input type="text" value="1685442"/>

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.

Scott C. Seifert, President
Name of Person Signing

Scott C. Seifert
Signature

4/5/99
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional 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

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1696027	<input type="text"/>	<input type="text"/>
1415791	<input type="text"/>	<input type="text"/>
1415792	<input type="text"/>	<input type="text"/>
1690315	<input type="text"/>	<input type="text"/>
1694564	<input type="text"/>	<input type="text"/>
1694565	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**EXHIBIT A
TO
CORRECTIVE RECORDATION OF ASSIGNMENT
OF**

Conveying Party: Greene Plastics Corporation

**Receiving Party: BankBoston, N.A.,
successor to Rhode Island Hospital Trust National Bank**

**Record to correct nature of conveyance from Assignment to Security Agreement on
a document previously recorded at Reel 1239 Frame 0453.**

FORM PTO-1094
(Rev. 8-93)

OMB No. 0651-0011 (exp. 4-94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please receive the attached original documents or copy (if/for)

1. Name of conveying party(ies):

Greene Plastics Corporation
105 Canonchet Road
P.O. Box 178
Hope Valley, RI 02832

- Individual(s)
- General Partnership
- Corporation - State RI c s R c
- Other
- Association
- Limited Partnership

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

2. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 12, 1994

3. Name and address of receiving party(ies)

Name: Rhode Island Hospital Trust
NATIONAL BANK
Internal Address: One Hospital Trust Plaza
Street Address: 15 Westminister Street
City: Providence State: RI ZIP: 02903

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

If assignor is not domiciled in the United States, a domestic representative designation is attached Yes No

Designation 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)

Please see attached schedule

Additional numbers attached? Yes

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

Name: Douglas J. Emanuel, Esq.
Internal Address: Goldenberg & ...
Street Address: 15 Westminister St
City: Providence State: RI ZIP: 02903

- [Obscured]
- [Obscured]
- [Obscured]
- [Obscured]
- [Obscured]
- [Obscured]
- [Obscured]

8. Deposit account number:

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

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.

Douglas J. Emanuel, Esq.
Name of Person Signing

Douglas J. Emanuel
Signature

11/1/94
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington D.C. 20531



<u>Trademark</u>	<u>Registration Number</u>	<u>Original Registration Date</u>	<u>Int'l Class</u>
THE BEADERY	1,360,787	09/17/85	26
THE BEADERY	1,362,117	09/24/85	26
THE BEADERY	1,362,118	09/24/85	26
THE BEADERY	1,362,158	09/24/85	28
THE BEADERY	1,362,160	09/24/85	28
THE BEADERY	1,688,981	05/26/92	14
THE BEADERY	1,685,228	05/05/92	14
THE BEADERY	1,685,288	05/05/92	16
THE BEADERY	1,685,442	05/05/92	28
THE BEADERY	1,696,027	06/23/92	14
THE BEADERY	1,415,791	11/04/85	14
THE BEADERY	1,415,792	11/04/85	14
THE BEADERY	1,690,315	05/05/92	14
THE BEADERY	1,694,564	05/15/92	14
THE BEADERY	1,694,565	06/16/92	14

TRADEMARK
REEL 1239

40.00 - 481
350.00 - 482 D

GOLDENBERG & MURI

Attorneys at Law

15 Westminster Street, Providence, Rhode Island 02903
Telephone (401) 421-7300 Facsimile (401) 421-7392

Michael R. Goldenberg
Anthony F. Muri
Barbara S. Cohen
Valerie A. Cohen

Also admitted in
Massachusetts



September 12, 1994

Hon. Commissioner of Patent and Trademarks
Washington, DC 20231

Attn: Assignments

Re: Greene Plastics Corp.

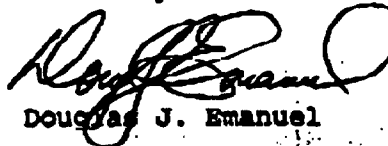
Dear Sir or Madam:

Enclosed for filing please find a notarized original of the Collateral Assignment of Trademarks dated September 12, 1994 between Greene Plastics Corp. and Rhode Island Hospital Trust National Bank ("the Collateral Assignment"). Pursuant to 37 C.F.R. § 2.6 (b) (5) (i and ii), I have also enclosed a check in the amount of \$390 to cover the filing fee for the 15 trademark registrations listed on Schedule A to the Collateral Assignment.

Please return this Collateral Assignment to me in the enclosed postage-prepaid envelope.

If you have any questions, please do not hesitate to call me.

Sincerely,


Douglas J. Emanuel

Encls.
Signed and

100 RB 10/03/94 1360787

100 RB 10/03/94 1360787

481 40.00 CK

482 350.00 CK

89184714

RECEIVED
OCT 12 1994
ASSIGNMENTS SECTION

TRADEMARK

REEL 239

GOLDENBERG & MURI

Attorneys at Law

15 Westminster Street, Providence, Rhode Island 01903
Telephone (401) 421-7300 Facsimile (401) 421-7352

Michael E. Goldenberg
Anthony F. Muri
Barbara S. Cohen
Susan M. Peplin

• Also admitted in
Massachusetts



November 2, 1994

Hon. Commissioner of Patent and Trademarks
Washington, DC 20231

Attn: Assignments

Re: Greene Plastics Corp.

Dear Sir or Madam:

In accordance with your letter of October 20, 1994, I am resubmitting for filing a notarized original of the Collateral Assignment of Trademarks dated September 12, 1994 between Greene Plastics Corp. and Rhode Island Hospital Trust National Bank ("the Collateral Assignment").

As instructed, I enclose a Recordation From Cover Sheet which was inadvertently omitted in the original package forwarded on September 12, 1994. Please note that a check in the amount of \$390 to cover the filing fee for the 15 trademark registrations listed on Schedule A to the Collateral Assignment was forwarded in the original package as well.

Please return the recorded Collateral Assignment to me in the enclosed postage-prepaid envelope.

If you have any questions, please do not hesitate to call.

Sincerely,

Douglas J. Emanuel
Douglas J. Emanuel

Encls.
1/2/94

RECEIVED

REEL 1239 FRAME 55

COLLATERAL ASSIGNMENT OF TRADEMARKS

AGREEMENT made as of September 12, 1994, by and between GREENE PLASTICS CORPORATION, a Rhode Island corporation having a mailing address at 105 Canonchet Road, P.O. Box 178, Hope Valley, Rhode Island 02832 ("Assignor"), and RHODE ISLAND HOSPITAL TRUST NATIONAL BANK, a national banking association having a mailing address at One Hospital Trust Plaza, Rhode Island 02903, Attention: Corporate Banking Group (hereinafter called the "Lender").

Background. Assignor has as of the date of this Agreement incurred obligations to the Lender which are secured by security interests in all of Assignor's accounts, inventories, equipment and general intangibles, including without limitation Assignor's trademarks, trademark applications and goodwill in respect thereof (collectively, the "Collateral"). To confirm and perfect the Lender's interest in Assignor's trademarks and trademark applications, Assignor has agreed to assign Assignor's trademarks and trademark applications to the Lender as hereinafter provided.

Additional Definitions. The following terms shall be defined as follows:

"Obligations" means the Obligations of the Assignor to the Lender as defined in the Loan Agreement.

"Loan Agreement" means the Loan and Security Agreement dated August 19, 1993, as amended the date hereof and as the same may be further amended, between the Lender and the Assignor (the "Loan Agreement").

"Of Record" means filed in or issued by the U.S. Patent and Trademark Office.

Capitalized terms not otherwise defined herein shall have the meanings assigned by the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with the Lender as follows:

To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants, assigns and conveys to the Lender the entire right, title and interest of Assignor in and to the trademark applications and trademarks listed in Schedule A hereto and Assignor's goodwill in respect thereof, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits); the right to sue for past, present and future

TRADEMARK

REEL 239 FRAME 57

infringements, all rights corresponding thereto throughout the world and all renewals thereof (collectively, the "Rights").

2. Assignor covenants and warrants that:

(a) Schedule A hereto correctly describes all Assignor's trademarks and trademark applications Of Record;

(b) The Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(c) Each of the Rights is valid and enforceable.

(d) Assignor is the sole and exclusive owner Of Record of the entire and unencumbered right, title and interest in and to each of the Rights, free and clear of any liens, charges and encumbrances Of Record; and

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. Unless and until there shall have occurred and be continuing an Event of Default, the Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Rights in connection with the Collateral for Assignor's own benefit and for none other; provided, however, that Assignor may make or grant assignments and sublicenses of the Rights in the ordinary course of Assignor's business; provided, further, that no such assignment or sublicense shall be Of Record or shall impair the Rights of Assignor or the Lender to sell the Collateral in the United States in accordance with the terms of this Agreement and the Loan Agreement. Assignor covenants that Assignor will maintain the quality of goods produced or sold by Assignor under any right consistent with the quality thereof on the date of this Agreement, will not change the quality of such goods without the Lender's consent, will permit the Lender access to Assignor's facilities at all reasonable times for the purpose of inspecting the quality of such goods and will furnish the Lender such certificates and product samples as Lender shall from time to time reasonably request to verify Assignor's compliance with the foregoing covenants. Assignor further covenants that the Collateral includes and will at all times during the term of this Agreement include all equipment and other assets necessary to produce the products for which the Rights are used.

5. Assignor agrees that until the Obligations have been satisfied in full, Assignor will execute further assignments

TRADEMARK

REEL 1239 FRAME 58

to the Lender, of like tenor to this Agreement, assigning any and all trademarks, trademark applications and any goodwill associated therewith and any licenses of any trademarks that Assignor shall effect, acquire or make application for and which shall be Of Record, so as to confirm and perfect the Lender's interest in and to all of the Collateral.

6. If an Event of Default shall have occurred and be continuing, Assignor's license under Paragraph 4 shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given Lender by this Agreement, those allowed by law and the Rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Rights may be located and, without demand of performance and without other notice (except as expressly set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, Lender may sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Rights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Rights all expenses (including all reasonable expenses for brokers' fees and legal service), shall apply the residue of such proceeds toward the payment of the Obligations in accordance with the terms of the Loan Agreement. Notice of any sale or other disposition of the Rights shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Rights is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may purchase the whole or any part of the Rights sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

7. At such time as Assignor shall completely satisfy all the Obligations, the Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Rights, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

8. Assignor shall have the duty, through counsel acceptable to the Lender to prosecute diligently any application in respect of any of the Rights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full. Any expenses incurred in connection with such an application shall be borne by Assignor.

9. Lender shall have the right but shall in no way be under obligation to bring suit in its own name to enforce the Rights and any license thereunder, in which event Assignor shall at the request of Lender do any and all lawful acts and execute and all proper documents required by Lender in aid of such

TRADEMARK

REEL: 001903 FRAME: 0570

REEL 1239 FRAME 59

TRADEMARK

enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Paragraph.

10. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instrument necessary for Lender to use the Rights, or to grant or issue any exclusive or nonexclusive license under the Rights to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Rights to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

11. No course of dealing between Assignor and the Lender nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege.

12. All of the Lender's rights and remedies with respect to the Rights whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid, and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties.

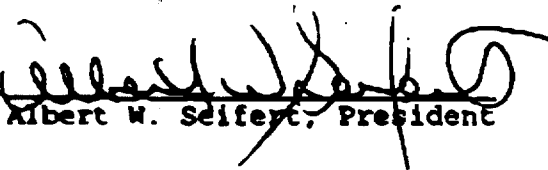
15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

FILE 1239 REEL 160

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized all as of the date first above written.

GREENE PLASTICS CORPORATION

By: 
Albert W. Seifert, President

RHODE ISLAND HOSPITAL TRUST
NATIONAL BANK


By: 
Arthur C. Barton
Vice President

TRADEMARK

REEL 1239 FRAME 61

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 12th day of September, 1994 before me personally appeared Albert W. Seifert, President of Greene Plastics Corporation to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of the corporation.


Notary Public PHILIP G. O'NEIL, JR.
My Commission Expires: 7/21/95

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on the 12th day of September, 1994, before me personally appeared Arthur C. Barton, Vice President of Rhode Island Hospital Trust National Bank to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said bank.


Notary Public
My Commission Expires: 9/20/95

legaf.m

TRADEMARK

REEL 1239 FRAME 462

SCHEDULE A

Issued Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Original Registration Date</u>	<u>Int'l Class</u>
THE BEADERY	1,360,787	09/17/85	26
THE BEADERY	1,362,117	09/24/85	26
THE BEADERY	1,362,118	09/24/85	26
THE BEADERY	1,362,158	09/24/85	28
THE BEADERY	1,362,160	09/24/85	28
THE BEADERY	1,688,981	05/26/92	14
THE BEADERY	1,685,228	05/05/92	14
THE BEADERY	1,685,288	05/05/92	16
THE BEADERY	1,685,442	05/05/92	28
THE BEADERY	1,696,027	06/23/92	16
THE BEADERY	1,415,791	11/04/86	14
THE BEADERY	1,415,792	11/04/86	14
THE BEADERY	1,690,315	06/02/92	28
THE BEADERY	1,694,564	06/16/92	26
THE BEADERY	1,694,565	06/16/92	26

TRADEMARK

REEL 1239 FRAME 63

SEP 15 94

PATENT AND TRADEMARK OFFICE

TRADEMARK