Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (exp. 6/3	03-11-20 30/2005) 10295918	Officed States Faterit and Trademark Office			
To the Director of the U.S. Pat	tent and Trademark Office: Please	ecord the accessed documents or the new address(es) below.			
1. Name of conveying party(ies)/	Execution Date(s):	2. Name and address of receiving party(ies)			
Pioneer Plastics Corporation		Additional names, addresses, or citizenship attached? X No Name: Deutsche Bank Trust Company Americas			
		Internal Address:			
☐ Individual(s)	☐ Association	Street Address: 60 Wall Street			
General Partnership	☐ Limited Partnership	City: New York			
X Corporation-State: Delaware		State: New York			
Other		Country: USA Zip: 10005			
Citizenship (see guidelines)		Association Citizenship			
Execution Date(s) December 3, 2	<u> </u>	General Partnership Citizenship			
Additional names of conveying p	earties attached? Tyes X No	Limited Partnership Citizenship			
3. Nature of conveyance		Corporation Citizenship			
☐ Assignment	☐ Merger	X Other- Collateral Agent Citizenship:			
X Security Agreement Other	☐ Change of Name	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)			
4. Application number(s) or regis	stration number(s) and identification	or description of the Trademark.			
A. Trademark Application No.(s)		B. Trademark Registration No.(s)			
,		SEE ATTACHED SCHEDULE A			
		Additional sheet(s) attached? X Yes No			
C. Identification or Description o	f Trademark(s) (and Filing Date if A	oplication or Registration Number is unknown):			
document should be mailed:	vhom correspondence concerning	6. Total number of applications and registrations involved: 17			
Name: Rachael Sanderson		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00			
Internal Address: White & Case LLP		Authorized to be charged by credit card			

Name: Rachael Sanderson	
nternal Address: White & Case LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00 Authorized to be charged by credit card
Street Address: 1155 Avenue of the Americas	Authorized to be charged to deposit account X Enclosed

City: New York 8. Payment Information: State: New York Zip: 10036 a. Credit Card Phone Number: 212 819-7834

Last 4 Numbers Expiration Date

Fax Number: 212 354-8113 Email Address: rsanderson@whitecase.com

b. Deposit Account Number 23-1705 (in case of deficiency) Authorized User Name_

9. Signature: Cachae Re-ber Som Signature

2005
Date

Rachael Sanderson Name of Person Signing Total number of pages including cover

sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Resordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

03/10/2005 6TEN11

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NEWYORK 4710871 (2K)

OWNER	TITLE OF TRADEMARK	APPLICATION #	REGISTRATION#	FILING DATE	REG. DATE
Pioneer Plastics Corporation	PIOPHEN	74/715855	2,036,623	8/15/95	2/11/97
Pioneer Plastics Corporation	PIOREZ	74/712450	2,038,280	8/8/95	2/18/97
Pioneer Plastics Corporation	PIOTHANE	74/712570	2,047,138	8/8/95	3/25/97
Pioneer Plastics Corporation	RESOPREG	72/220401	800,838	6/4/65	12/28/65
Pioneer Plastics Corporation	STRATA II	73/712581	1,526,898	2/22/88	2/28/89
Pioneer Plastics Corporation	CONOLITE	71/586,959	553791	10/28/49	1/22/52
Pioneer Plastics Corporation	CONSOWELD	71/461304	405,771	6/11/43	2/22/44
Pioneer Plastics Corporation	DURABEAUTY	72/133453	747,986	12/6/61	4/16/63
Pioneer Plastics Corporation	DYNAMICS	73/659181	1,467,320	5/6/87	12/1/87
Pioneer Plastics Corporation	MELCOR (Stylized)	73/508274	1342660	11/13/84	6/18/85
Pioneer Plastics Corporation	MELCOR II (Stylized)	73/564753	1,394,066	10/24/85	5/20/86
Pioneer Plastics Corporation	P PIONEER & DESIGN	73/507749	1,354,038	11/08/84	8/13/85
Pioneer Plastics Corporation	PIONEER and P Design	75/149601	2,244,122	8/13/96	5/11/99
Pioneer Plastics Corporation	PIOESTER	74/712447	2,038,279	8/8/95	2/18/97
Pioneer Plastics Corporation	PIONITE and Design	73/609707	1,439,136	7/16/86	5/12/87
Pioneer Plastics Corporation	PIONITE	72/021720	648,807	12/27/56	7/23/57
Pioneer Plastics Corporation	PIONITE	75/320791	2,274,873	7/8/97	8/31/99

NEWYORK 4725008 (2K)

GRANT OF SECOND-LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, PIONEER PLASTICS CORPORATION, a Delaware

corporation (the "Grantor") with principal offices at 20 Progress Drive, Shelton, CT 06484,

hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal

offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a security interest in (i)

all of the Grantor's right, title and interest in and to the United States 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 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 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 December 3, 2004 (as amended, modified, restated and/or supplemented from time to time,

the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the

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 Security Agreement. The rights and remedies of the Grantee with respect

to the security interest granted herein are as set forth in the 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 Security Agreement, the provisions of the Security

Agreement shall govern.

NEWYORK 4495289 (2K)

Panolam Second Lien IP Grants

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

day of December, 2004

PIONEER PLASTICS CORPORATION, Grantor

Name: JEFFREY MULLER
SECRETARY

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent and Grantee

Ву_____

Name: Paul O'Leary
Title: Vice President

NEWYORK 4495289 (2K)

Panolam Second Lien IP Grants

STATE OF CONNECTICUT)		
) ss:		
COUNTY OF FAIRFIELD)		
r		
On this 15th day of December, 2004	1 hafara ma narganally	2022
On this 1 day of December, 2004	t, before the personally c	
JEFFREY MULLER who, being by me duly swor	n, did state as follows:	that Solhe is
SECRETARY		11111
SECRETARY of PIONEER PLASTICS CORPOR.	ATION, that he is autho	rized to execute
the foregoing Grant on behalf of said coconcilor	and that [s] he did so by	authority of the
D I ODI I CALL AND		
Board of Directors of said corporation.		
	1 1 10 11/2	17000
•	Note: Dublic	0002
	/ Notary Public	
		may 31, 2005
		()

NEWYORK 4495289 (2K)

Panolam Second Lien IP Grants

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 3rd day of December, 2004

PIONEER PLASTICS CORPORATION, Grantor

By		
Name:		
Title:		

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent and Grantee

By Paul Of early

Name: Paul O'Leary
Title: Vice President

NEWYORK 4495289 (2K)

Panolam Second Lien IP Grants

STATE OF NEW YORK) ss: COUNTY OF NEW YORK)

On this 3rd day of December, 2004, before me personally came Paul O'Leary who, being by me duly sworn, did state as follows: that he is Vice President of Deutsche Bank Trust Company Americas, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/20

NEWYORK 4495289 (2K) Panolam Second Lien IP Grants

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 3rd day of December, 2004.

PIONEER	PL/	ASTICS	CORPOR	ATION.	, Grantor
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By	 	
Name:		
Title:		

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent and Grantee

By Poul Or early
Name: Paul O'Leary
Title: Vice President

NEWYORK 4495289 (2K) Panolam Second Lien IP Grants

STATE OF NEW YORK) ss: COUNTY OF NEW YORK)

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Notary Public

MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/2007

NEWYORK 4495289 (2K)

Panolam Second Lien IP Grants

SCHEDULE A

OWNER	TITLE OF TRADEMARK	APPLICATION #	REGISTRATION #	FILING DATE	REG. DATE
Pioneer Plastics Corporation	PIOPHEN	74/715855	2,036,623	8/15/95	2/11/97
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Pioneer Plastics Corporation	PIOESTER	74/712447	2,038,279	8/8/95	2/18/97
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Pioneer Plastics Corporation	PIONITE	72/021720	648,807	12/27/06	7/23/57
Pioneer Plastics Corporation	PIONITE	75/320791	2,274,873	7/8/97	8/31/99

NEWYORK 4495289 (2K)

RECORDED: 03/07/2005

Panolam Second Lien IP Grants