

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lehman Commercial Paper Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Tekni Plex, Inc.
 Internal Address: _____
 Street Address: 201 Industrial Parkway
 City: Somerville
 State: New Jersey
 Country: USA Zip: 08876

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

3. Nature of conveyance / Execution Date(s) :

- Execution Date(s) _____
- Assignment
 - Security Agreement
 - Other Termination & Release
 - Merger
 - Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elyse A. Marcus

Internal Address: _____

Street Address: 7 Times Square

City: New York

State: NY Zip: 10036

Phone Number: (212) 297 5800

Fax Number: (212) 916 2940

Email Address: NYTrademark@pitneyhardin.com

6. Total number of applications and registrations involved:

139

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$2390.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed Previously enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Elyse A. Marcus
Signature

4/12/06
Date

Elyse A. Marcus
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 31

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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P. 04

**Schedule I
Trademark Collateral**

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
Plastic Specialties and Technologies, Inc.	FLEETWOOD	792,574	07/13/65	2133/0886
Plastic Specialties and Technologies, Inc.	COLORSPLASH	2,597,702	06/11/01	2133/0886
Plastic Specialties and Technologies, Inc.	WATER COLORS	2,581,037	07/13/00	2133/0886
Plastic Specialties and Technologies, Inc.	COLORITE	653,086	12/15/57	2133/0886
Plastic Specialties and Technologies, Inc.	COLORITE and Design	1,007,883	04/01/75	2133/0886
Plastic Specialties and Technologies, Inc.	COLOR-BRITE	1,668,518	12/17/91	2133/0886
Plastic Specialties and Technologies, Inc.	ABLEX	729,302	04/03/62	2133/0886
Plastic Specialties and Technologies, Inc.	A-FLEX TUBING	1,808,473	11/30/93	2133/0886
Plastic Specialties and Technologies, Inc.	COLORITE WATERWORKS	1,628,320	12/18/90	2133/0886
Plastic Specialties and Technologies, Inc.	CP & Design	1,488,020	05/17/88	2133/0886
Plastic Specialties and Technologies, Inc.	DUROLAST	2,037,827	02/11/97	2133/0886
Plastic Specialties and Technologies, Inc.	FINGERITTE	1,838,680	06/07/94	2133/0886
Plastic Specialties and Technologies, Inc.	GERING	773,898	07/28/64	2133/0886
Plastic Specialties and Technologies, Inc.	GLADE	792,573	07/13/65	2133/0886
Plastic Specialties and Technologies, Inc.	HEAVY SILVER	1,355,348	08/20/85	2133/0886
Plastic Specialties and Technologies, Inc.	HOSE LINKS	1,645,242	05/21/91	2133/0886
Plastic Specialties and Technologies, Inc.	PLASMED	1,296,200	09/18/84	2133/0886
Plastic Specialties and Technologies, Inc.	SOFT'N FLEXIBLE	1,856,460	09/27/94	2133/0886

(FF) 197446077/CA03/whmc/trademarks.doc

**TRADEMARK
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P. 05

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
Plastic Specialties and Technologies, Inc.	SPIRALCAST	1,512,689	11/15/88	2133/0886
Plastic Specialties and Technologies, Inc.	SUNSHIELD and Design	1,175,146	10/27/81	2133/0886
Plastic Specialties and Technologies, Inc.	THERMO-RUBBER	1,005,819	03/04/75	2133/0886
Plastic Specialties and Technologies, Inc.	ULTRALITE	1,825,140	03/08/94	2133/0886
Plastic Specialties and Technologies, Inc.	UNICHEM	1,486,598	05/03/88	2133/0886
Plastic Specialties and Technologies, Inc.	XL FORMULA 100	857,487	09/24/68	2133/0886
Plastic Specialties and Technologies, Inc.	FLEXRITE	2,110,026	10/28/97	2133/0903
Plastic Specialties and Technologies, Inc.	COLORITE	2,220,816	01/26/99	2133/0886
Plastic Specialties and Technologies, Inc.	COLORITE WATERWORKS	1,628,320	12/18/00	2133/0886
Burlington Resins, Inc.	FABRA-TEX	1,230,020	03/08/83	2879/0276
Plastic Specialties and Technologies Investments, Inc.	COLORITE	2,220,816	01/26/99	1735/0381
Plastic Specialties and Technologies Investments, Inc.	COLORITE POLYMERS	2,213,716	12/29/98	1735/0381
Plastic Specialties and Technologies Investments, Inc.	FLEXRITE	2,110,026	10/28/97	1735/0381
Puretec Corporation	WILLETWOOD	792,574	07/13/65	2133/0886
Puretec Corporation	COLORSPASH	2,597,702	06/11/01	2133/0886
Puretec Corporation	WATER COLORS	2,581,037	07/13/00	2133/0886
Puretec Corporation	COLORITE	653,086	12/15/57	2133/0886
Puretec Corporation	COLORITE and Design	1,007,883	04/01/75	2133/0886
Puretec Corporation	COLOR-BRITE	1,668,518	12/17/91	2133/0886
Puretec Corporation	ABLEX	729,302	04/03/62	2133/0886
Puretec Corporation	A-FLEX TUBING	1,808,473	11/30/93	2133/0886
Puretec Corporation	COLORITE WATERWORKS	1,628,320	12/18/90	2133/0886
Puretec Corporation	CP & Design	1,488,020	05/17/88	2133/0886

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P. 08

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
Puretec Corporation	DUROLAST	2,037,827	02/11/97	2133/0886
Puretec Corporation	FINGERTIE	1,838,680	06/07/94	2133/0886
Puretec Corporation	GERING	773,898	07/28/64	2133/0886
Puretec Corporation	GLADE	792,573	07/13/65	2133/0886
Puretec Corporation	HEAVY SILVER	1,355,348	08/20/85	2133/0886
Puretec Corporation	HOSE LINKS	1,645,242	05/21/91	2133/0886
Puretec Corporation	PLASMED	1,296,200	09/18/84	2133/0886
Puretec Corporation	SOFT'N FLEXIBLE	1,856,460	09/27/94	2133/0886
Puretec Corporation	SPIRALCAST	1,512,689	11/15/88	2133/0886
Puretec Corporation	SUNSHIELD and Design	1,175,146	10/27/81	2133/0886
Puretec Corporation	THERMO-RUBBER	1,005,819	03/04/75	2133/0886
Puretec Corporation	ULTRALITE	1,825,140	03/08/94	2133/0886
Puretec Corporation	LINICHEM	1,486,598	05/03/88	2133/0886
Puretec Corporation	XL FORMULA 100	857,487	09/24/68	2133/0886
Tekni-Plex, Inc.	FOAMSEAL	926,056	12/28/71	2232/0001
Tekni-Plex, Inc.	KOOL-PAK	1,245,310	07/12/83	1735/0460
Tekni-Plex, Inc.	PLASTRON	2,332,368	03/21/00	2232/0001
Tekni-Plex, Inc.	POUCHPAK	613,180	09/27/55	2232/0001
Tekni-Plex, Inc.	SARASEAL	921,959	10/12/71	2133/0886
Tekni-Plex, Inc.	SOLVSEAL	913,545	06/08/71	2232/0001
Tekni-Plex, Inc.	SUNNY DAY	2,330,295	03/14/00	2232/0001
Tekni-Plex, Inc.	TEKLAR	2,285,334	10/12/99	2232/0001
Tekni-Plex, Inc.	TEKLAR	2,499,615	10/23/01	2232/0001
Tekni-Plex, Inc.	TEKNI-FILMS	2,505,226	11/06/01	2232/0001
Tekni-Plex, Inc.	TEKNIFLEX	2,355,527	06/06/00	2232/0001
Tekni-Plex, Inc.	TEKNIFLEX	2,425,170	01/30/01	2232/0001
Tekni-Plex, Inc.	TEKNI-PLEX and Design	1,316,950	01/29/85	2232/0001
Tekni-Plex, Inc.	TEKNISEAL	1,316,952	01/29/85	1735/0460
Tekni-Plex, Inc.	VAPOSEAL	647,209	06/18/57	1735/0460
Tekni-Plex, Inc.	VAPOSEAL S	913,544	06/08/71	2232/0001
Tekni-Plex, Inc.	VINYLSEAL	909,590	03/09/71	2232/0001
TP/BLM Acquisition Subsidiary, Inc.	TUFF STUFF	1,285,283	07/10/84	2661/0531
TP/BLM Acquisition Subsidiary, Inc.	TUFF STUFF and Design	2,368,983	07/18/00	2661/0531
TP/BLM Acquisition Subsidiary, Inc.	TUFF STUFF and Design	2,215,093	12/29/98	2661/0531

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Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
TPI/BLM Acquisition Subsidiary, Inc.	TUFF STUFF FOAMPLATES	1,284,374	07/03/84	2661/0531
TPI Acquisition Subsidiary, Inc.	AMERICAN PRIDE	1,781,431	07/13/93	2593/0172
TPI Acquisition Subsidiary, Inc.	AMERICAN YACHTSMAN	1,544,443	06/20/89	2593/0172
TPI Acquisition Subsidiary, Inc.	COMPETITOR	1,502,192	08/30/88	2593/0172
TPI Acquisition Subsidiary, Inc.	CONTRACTOR'S CHOICE	2,514,330	12/04/01	2593/0172
TPI Acquisition Subsidiary, Inc.	COUNTRY CLUB	1,393,243	05/13/86	2593/0172
TPI Acquisition Subsidiary, Inc.	CRYSTALFLEX	1,946,553	01/09/96	2593/0172
TPI Acquisition Subsidiary, Inc.	DIAMOND BACK	1,504,849	09/20/88	2593/0172
TPI Acquisition Subsidiary, Inc.	DURABAND	2,163,141	06/09/98	2593/0172
TPI Acquisition Subsidiary, Inc.	DURADISC	1,922,078	09/26/95	2593/0172
TPI Acquisition Subsidiary, Inc.	EARTH QUENCHER	1,546,425	07/04/89	2593/0172
TPI Acquisition Subsidiary, Inc.	FAIRLAWN	1,208,332	09/14/82	2593/0172
TPI Acquisition Subsidiary, Inc.	FLATLINE design	896,035	08/04/70	2593/0172
TPI Acquisition Subsidiary, Inc.	PLEXLITE	1,715,749	09/15/92	2593/0172
TPI Acquisition Subsidiary, Inc.	FLEXMATE	1,612,942	09/11/90	2593/0172
TPI Acquisition Subsidiary, Inc.	FORMULA Z7 and design	1,008,815	04/15/75	2593/0172
TPI Acquisition Subsidiary, Inc.	GARDENPLEX	2,321,884	03/22/00	2593/0172
TPI Acquisition Subsidiary, Inc.	GRIPPER	1,346,137	07/02/85	2593/0172
TPI Acquisition Subsidiary, Inc.	HERITAGE	1,124,047	08/14/79	2593/0172

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Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
TPI Acquisition Subsidiary, Inc.	SUPPLEX	516,611	10/18/49	2593/0172
TPI Acquisition Subsidiary, Inc.	SUPPLEX	648,068	07/09/57	2593/0172
TPI Acquisition Subsidiary, Inc.	SUPREME	1,064,454	04/26/77	2593/0172
TPI Acquisition Subsidiary, Inc.	SWAN	740,032	10/30/62	2593/0172
TPI Acquisition Subsidiary, Inc.	SWAN and design	951,370	01/23/73	2593/0172
TPI Acquisition Subsidiary, Inc.	THERM-O-BLUE	1,504,845	09/20/88	2593/0172
TPI Acquisition Subsidiary, Inc.	THERMOFLEX	1,510,125	10/25/88	2593/0172
TPI Acquisition Subsidiary, Inc.	TURBOFLEX	1,509,239	10/18/88	2593/0172
TPI Acquisition Subsidiary, Inc.	WEATHER GUARD	1,337,909	05/28/85	2593/0172
TPI Acquisition Subsidiary, Inc.	WEATHER MASTER	1,337,908	05/28/85	2593/0172
TPI Acquisition Subsidiary, Inc.	WEATHERFLEX	1,528,240	03/07/89	2593/0172
TPI Acquisition Subsidiary, Inc.	WEATHER-FLEX	1,015,801	07/15/75	2593/0172
TPI Acquisition Subsidiary, Inc.	YARD GARD	2,305,696	01/04/00	2593/0172
TPI Acquisition Subsidiary, Inc.	YARD MATE	1,380,431	01/28/86	2593/0172
TPI Acquisition Subsidiary, Inc.	YARDFLEX	1,504,847	09/20/88	2593/0172
Tri-Seal Holdings, Inc.	F-217	1,675,065	02/11/92	2879/0307
Tri-Seal Holdings, Inc.	SOR	1,252,942	10/04/83	2133/0591
Tri-Seal Holdings, Inc.	TRI-FOIL	1,305,889	11/20/84	2133/0591
Tri-Seal Holdings, Inc.	TRI-GARD	1,274,994	05/22/84	2133/0591
Tri-Seal Holdings, Inc.	TRI-GARD SPE	2,271,443	08/24/99	2133/0591
Tri-Seal Holdings, Inc.	TRI-GARD SPET	2,216,085	01/05/99	2133/0591
Tri-Seal Holdings, Inc.	TRI-GARD SPP	2,214,222	12/29/98	2133/0591
Tri-Seal Holdings, Inc.	TRI-LAM	1,486,151	04/26/88	2133/0591
Tri-Seal Holdings, Inc.	TRI-SEAL	1,463,496	11/03/87	2133/0591

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P. 10

Grantor	Mark	Registration Number	Issue Date	Reel /Frame of Recorded Security Interest
Tri-Seal Holdings, Inc.	TRI-SHIELD	2,342,590	04/18/00	2133/0591
Tri-Seal Holdings, Inc.	TRI-SO2RE	2,240,374	04/20/99	2133/0591

9-2-05

09-09-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Lehman Commercial Paper Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: _____
 Internal Address: _____
 Street Address: _____
 City: _____
 State: _____ Zip: _____
 Country: _____

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other Termination & Release
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elyse Marcus
 Internal Address: Pitney Hardin LLP
 Street Address: 7 Times Square
 City: New York
 State: New York Zip: 10036
 Phone Number: 212-297-5800
 Fax Number: 212-9162940
 Email Address: emarcus@pitneyhardin.com

6. Total number of applications and registrations involved:

139

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 3490

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Elyse A. Marcus
 Signature
 Name of Person Signing

9/2/05
Date

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003289 FRAME: 0696

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01 FC:8521
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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OMB Collection 0951-0077 (exp. 09/30/2006)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Lehman Commercial Paper Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
 Additional names, addresses, or citizenship attached? Yes No

Name: Lehman Commercial Paper Inc.
 Internal Address: _____
 Street Address: 201 Industrial Parkway
 City: Brownsville
 State: New Jersey
 Country: USA Zip: 08876

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

3. Nature of conveyance (Execution Date(s)):
 Execution Date(s) _____

Assignment Merger
 Security Agreement Change of Name
 Other Termination & Release

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

Identification or description of the Trademark:
 Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Elyse A. Marcus
 Internal Address: patent handling LLP
 Street Address: 7 Times Square
 City: New York
 State: New York Zip: 10036
 Phone Number: (212) 297-5800
 Fax Number: (212) 916-2940
 Email Address: patenthandling@nyhandling.com

6. Total number of applications and registrations involved: 139

7. Total fee (37 CFR 2.8(b)(8) & 3.41) \$3490

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed Properly enclosed

8. Payment Information:
 a. Credit Card Last 4 Numbers _____ Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Elyse A. Marcus Date _____
 Signature _____
 Name of Person Signing _____

Total number of pages including cover sheet, attachments, and documents: _____

Documents to be recorded (including cover sheet) should be filed to (877) 273-8148, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1489, Alexandria, VA 22315-1489

TERMINATION AND RELEASE
OF
TRADEMARK SECURITY AGREEMENT

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2005 (this "Termination and Release"), by Lehman Commercial Paper Inc., as agent (in such capacity, the "Grantee") under that certain Credit Agreement, dated as of June 21, 2000 (as amended, restated, modified or supplemented from time to time prior to the date hereof, the "Existing Credit Agreement"), among Tekni-Plex, Inc. (the "Borrower"), the guarantors party thereto, the institutions party thereto as lenders and issuing banks, and the Grantee.

WHEREAS, pursuant to a Grant of Security Interest in United States Trademarks (each, as amended, restated, modified or supplemented from time to time prior to the date hereof, an "Existing Trademark Security Agreement"), by each grantor set forth on Schedule I (each, a "Grantor"), each Grantor granted to JPMorgan Chase Bank, N.A. (successor by merger to Morgan Guaranty Trust Company of New York and, the predecessor of the Grantee as agent under the Credit Agreement) a security interest in, and granted, assigned and conveyed to such Grantor's entire right, title and interest in and to the trademarks, trademark registrations and trademark applications, including all appurtenant goodwill of any and all of the foregoing, set forth on Schedule I hereto (the "Trademark Collateral"); and

WHEREAS, JPMorgan Chase Bank, N.A., has assigned all of its right, title and interest as secured party and collateral agent under the Existing Trademark Security Agreements to Citicorp North America, Inc., and Citicorp North America, Inc., has in turn assigned such interests to the Grantee; and

WHEREAS, the security interests evidenced by the Existing Trademark Security Agreements are recorded in the Assignment Branch of the U.S. Patent and Trademark Office at the reel and frame numbers indicated on Schedule I; and

WHEREAS, the Grantee has terminated each Existing Trademark Security Agreement and agreed to release, relinquish and discharge its right, title and interest in the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. The Grantee hereby releases, relinquishes and discharges in its entirety any and all security interest it has against the Trademark Collateral.
2. The Grantee hereby agrees, at the expense of the Borrower, to take any actions and to execute any further documents necessary or reasonably requested by

the Borrower to effectuate, record or evidence the release of the Grantee's security interest in the Trademark Collateral.

3. The Grantee authorizes and requests the United States Patent and Trademark Office to record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release to be duly executed as of this 25th day of August, 2005.

LEHMAN COMMERCIAL PAPER INC.,
as Grantee

By: 
Name: Steve Hannan
Title: Vice President