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08-10-1998



100790337

Docket No.:

5405-6001

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

1. Name of conveying party(ies):

Better Agricultural Goals Corporation
a/k/a B.A.G. Corp.

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Collateral Patent And Trademark Agreement
- Merger
- Change of Name

Execution Date: May 13, 1998

2. Name and address of receiving party(ies):

Name: Bank One, Texas, N.A.

Internal Address: _____

Street Address: 1717 Main, 6th Floor

City: Dallas State: TX ZIP: 75201

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/415,693

B. Trademark Registration No.(s)

1,034,331

Additional numbers Yes No

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

Name: Michael A. O'Neil

Internal Address: _____

Street Address: 1601 Elm Street, Suite 3000

City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved:.....

15

7. Total fee (37 CFR 3.41):.....\$ \$390.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

070153

08/11/1998 DNGUYEN 00000042 1034331

DO NOT USE THIS SPACE

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

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.

Michael A. O'Neil

Name of Person Signing

Signature

8/7/98

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1765 FRAME: 0471

B A.G. Corp.

U.S. Trademark Applications and Registrations

MARK	REGISTRATION NO.	FILING DATE
SUPER SACK	1,034,331	02/24/76
BARREL BAG	1,665,056	11/19/91
HARDWALL	1,693,022	06/09/92
GSS & Design	1,701,847	07/21/92
FLEXDRUM	1,719,496	09/22/92
B.A.G. CORP.	1,994,534	08/20/96
PACTAINER ED	2,024,291	12/17/96
PELLETPACK	2,066,502	06/03/97
FLUTAINER	2,158,807	05/19/98
MARK	APPLICATION NO.	FILING DATE
BAC-STOP	75/127,669	07/01/96
SHUT-OUT	75/127,668	07/01/96
CLEAN SEAL	75/415,693	01/09/98
BAC-STOP	75/212,857	12/13/96
II BAG	75/232,478	01/28/97
SUPER SACK	75/281,426	04/25/97

B.A.G. CORP., U.S. Patents and Patent Applications

1405 U.S. PATENTS	File/Docket no Title	Appln. No...	Appln. Date.	Patent No...	Grant Date...	Renewal Due.	Crty Stat
105405/1001	REINFORCED CONTAINER FOR BULK MATERIAL	06/178,715	APR 18 1980	4,340,379	JUL 20 1982		US GRA
105405/1006	INSULATED CONTAINER AND PROCESS FOR SHIPPING PERISHABLES	06/129,565	MAR 12 1980	4,294,079	OCT 13 1981		US GRA
105405/1010	RECEPTACLE HAVING IMPROVED HOPPER	07/105,981	APR 25 1988	4,811,419	MAR 07 1989	SEP 07 2000	US GRA
105405/1011	PROJECTIVE COVER FOR BULK CONTAINER	07/245,629	SEP 19 1988	4,865,218	SEP 12 1989	MAR 12 2001	US GRA
105405/1012	CONTAINER FOR FLOWABLE MATERIALS	07/248,097	SEP 23 1988	4,903,859	FEB 27 1990	APR 27 2001	US GRA
105405/1013	PROJECTIVE COVER FOR BULK CONTAINER	07/356,349	MAY 24 1989	4,909,410	MAR 20 1990	SEP 20 2001	US GRA
105405/1017	VACUUM FILL SYSTEM	07/615,293	NOV 19 1990	5,109,893	MAY 05 1992	NOV 05 1999	US GRA
105405/1021	STABILIZED FLEXIBLE CONTAINER FOR FLOWABLE MATERIALS	07/745,851	APR 16 1991	5,158,369	OCT 27 1992	APR 27 2000	US GRA
105405/1022	VACUUM FILL SYSTEM	07/932,581	APR 20 1992	5,244,019	SEP 14 1993	MAR 14 2001	US GRA
105405/1029	VACUUM FILL SYSTEM	07/875,636	APR 28 1992	5,234,037	APR 10 1993	FEB 10 2001	US GRA
105405/1032	FULL SACK COMPRESSOR	07/921,957	JUL 31 1992	5,279,339	JAN 18 1994	JUL 18 2001	US GRA
105405/1033	SLIP SHEET AND METHOD OF USE OF SAME	08/177,371	JAN 05 1994	5,503,517	APR 02 1996	OCT 02 1999	US GRA
105405/1034	STABILIZED FLEXIBLE CONTAINER FOR FLOWABLE MATERIALS	07/745,851	APR 16 1991	5,158,369	JUL 41 1993	JAN 27 2001	US GRA
105405/1016	METHOD AND APPARATUS FOR CLEARING FLEXIBLE CONTAINERS	08/054,857	APR 28 1993	5,478,406	DEC 26 1995	JUN 26 1999	US GRA
105405/1017	VACUUM FILL SYSTEM	08/058,044	MAY 04 1993	5,275,215	JAN 04 1994	JUL 04 2001	US GRA
105405/1040	VACUUM FILL SYSTEM	08/185,035	DEC 13 1993	5,447,183	SEP 05 1995	MAR 05 1999	US GRA
105405/1044	VACUUM FILL SYSTEM	08/302,377	SEP 08 1994	5,513,682	MAY 07 1996	NOV 07 1999	US GRA
105405/1048	VACUUM DENSIFIER WITH AUGER	08/483,736	JUN 07 1995	5,538,053	JUL 23 1996	JAN 23 2000	US GRA
105405/1050	VACUUM FILL SYSTEM	08/409,751	MAR 24 1995	5,509,451	APR 23 1996	OCT 23 1999	US GRA
105405/1052	FULL SACK COMPRESSOR	08/409,926	MAR 23 1995	5,518,048	MAY 21 1996	NOV 21 1999	US GRA
105405/1053	VACUUM FILL SYSTEM	08/485,710	JUN 07 1995	5,531,252	JUL 02 1996	JAN 02 2000	US GRA
105405/1057	CONTAINER FOR FLOWABLE LIQUIDS	90/004,667	JUN 12 1997				US PEN

ANNEX A - Sheet 1

B.A.G. CORP. U.S. Trademark Registrations and
Applications for Trademark Registration

5405 U.S. TRADEMARKS	File/Docket No.	Trademark	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Renewal Due	Ctry	Status
005405/3001		SUPER SACK	73/015,224	MAR 07 1974	1,034,331	FEB 24 1976	FEB 24 2005	US	Registered
005405/3002		BARREL BAG	74/003,813	NOV 20 1989	1,665,056	NOV 19 1991	NOV 19 2001	US	Registered
005405/3003		HARDWALL	74/017,019	JAN 08 1990	1,693,022	JUN 09 1992	JUN 09 2002	US	Registered
005405/3004		GSS & DESIGN	74/074,601	JUL 02 1990	1,701,847	JUL 21 1992	JUL 21 2002	US	Registered
005405/3005		FLEXDRUM	74/102,093	OCT 01 1990	1,719,496	SEP 22 1992	SEP 22 2002	US	Registered
005405/3006		FACTAINER ED	74/514,484	APR 20 1994	2,024,291	DEC 17 1996	DEC 17 2006	US	Registered
005405/3008		B.A.G. CORP.	74/599,949	NOV 17 1994	1,994,534	AUG 20 1996	AUG 20 2006	US	Registered
005405/3010		PELLETPACK	75/036,321	DEC 14 1995	2,066,502	JUN 03 1997	JUN 03 2007	US	Registered
005405/3011-1		CLEAH SPAL	75/415,693	JAN 09 1998				US	Pending
005405/3014		BAC-STOP	75/127,669	JUL 01 1996				US	Pending
005405/3016		SHUT-OUT	75/127,668	JUL 01 1996				US	Pending
005405/3023		BAC-STOP	75/212,857	DEC 13 1996				US	Pending
005405/3024		H BAG	75/232,478	JAN 28 1997				US	Pending
005405/3027		SUPER SACK	75/281,426	APR 25 1997				US	Pending
005405/3031		FLUTAINER	75/279,189	APR 22 1997	2,158,807	MAY 19 1998	MAY 19 2008	US	Registered

COLLATERAL PATENT AND TRADEMARK AGREEMENT

This COLLATERAL PATENT AND TRADEMARK AGREEMENT (this "Agreement") is executed as of the 24th day of July, 1998, to be effective as of the 13th day of May, 1998, by **Better Agricultural Goals Corporation a/k/a B.A.G. Corp.**, a Texas corporation, having its chief executive office at 11510 Data Drive, Dallas, Texas 75218 ("Assignor") for the benefit of BANK ONE, TEXAS, N.A., with an office located at 1717 Main, 6th Floor, Dallas, Texas 75201 ("Assignee").

WITNESSETH:

Whereas, Assignor, **Super Sack Mfg. Corp.** ("Mfg"), a Texas corporation, **F.I.B.C. Recycling, Inc.** ("FIBC"), a Texas corporation, and **Winzen Film, Inc.** ("Winzen"), a Texas corporation, and **Super Sack VA, Inc.** ("SSVA"), a Texas corporation, and Assignee have entered into that certain Loan and Security Agreement of even date (as the same may be amended, restated, renewed, extended, or otherwise modified from time to time, the "Loan Agreement");

Whereas, it is a requirement to the Loan Agreement that Assignor execute this Agreement;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Assignee as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the definitions assigned to such terms in the Loan Agreement. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Texas are used herein as therein defined.

2. Grant of Security. To secure the prompt and complete payment, observation, and performance of all of the Obligations, Assignor hereby creates a security interest with power of sale as hereinafter provided, to the extent permitted by law, and grants, bargains, assigns, mortgages, pledges, sells, and transfers and conveys said security interest with power of sale to Assignee, in and to all of Assignor's right, title, and interest in and to all of the following, whether now owned or existing and hereafter acquired or arising:

(a) (i) all patents and patent applications in the United States Patent and Trademark Office including, without limitation, the patents listed on Annex A, (ii) all patent license agreements, (iii) the reissues, divisions, continuations, and continuations-in-part of all patents, patent applications and license agreements, (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under and with respect to all patents, patent applications and license agreements, including, without limitation, payments under all damages and payments for past or future infringements thereof, (v) the right to sue for past, present, and future infringements of all patents, patent applications and license agreements, and (vi) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or

applied for (all of the foregoing patents and applications, and interests under patent license agreements, together with the items described in clauses (i) through (vi) in this subparagraph, are sometimes hereinafter individually and/or collectively referred to as the "Patents"), and

(b) (i) all trademarks (registered and unregistered), all trademark registrations and trademark applications pending in the United States Patent and Trademark Office including, without limitation, the trademarks listed on Annex A, and further including the good will associated with each of said trademarks, (ii) all trademark license agreements, (iii) the reissues, divisions, continuations, and continuations-in-part of all trademarks, trademark applications and license agreements, (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under and with respect to all trademarks, trademark applications and license agreements, including, without limitation, payments under all damages and payments for past or future infringements thereof, (v) the right to sue for past, present, and future infringements of all trademarks, trademark applications and license agreements, and (vi) all rights corresponding thereto throughout the world in all jurisdictions in which such trademarks have been issued or applied for (all of the foregoing trademarks and applications, and interests under trademark license agreements, together with the items described in clauses (i) through (vi) in this subparagraph, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks", and the Patents and Trademarks are collectively referred to herein as the "Collateral");

3. Restrictions on Future Agreements. Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, abandon any Collateral or enter into any agreement, including without limitation, any license agreement, which would adversely affect the fair market value of the Collateral (as defined herein) or the Collateral as defined in the Loan Agreement (collectively, the "Personal Property Collateral") or the benefits of this Agreement granted to the Assignee including, without limitation, the validity, priority, or perfection of the security interest granted herein or the remedies of the Assignee hereunder, and Assignor further agrees that it will not take any action, or permit any action to be taken by others to the extent such Persons are subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Agreement and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

4. New Collateral. Assignor represents and warrants that the Patents and Trademarks listed on Annex A constitute all of the trademarks, patents and applications now owned by Assignor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations shall have been satisfied in full and the Loan Agreement terminated, Assignor shall (i) obtain rights to any new trademarks or patentable inventions or (ii) become entitled to the benefit of any patent application or patent for any reissue, division, continuation or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **paragraph 2** above shall automatically apply thereto and, with respect to (i) above, Assignor shall give to Assignee

prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending **Annex A** to include any future trademark, trademark application, patent and patent applications, as applicable, under **paragraph 2** above or under this **paragraph 4**.

5. Additional Representations and Warranties. Assignor hereby represents, warrants, covenants, and agrees that:

(a) Except as otherwise provided herein or in the Loan Agreement, including, without limitation, dispositions of Collateral in connection with dispositions of assets to the extent permitted under the Loan Agreement, it is and will continue to be the owner of all right, title, and interest in the Collateral so long as the Patents and Trademarks shall continue in force, free from any lien in favor of any Person except for Permitted Liens.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) It has made no previous assignment, transfer, or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.

(d) So long as any Obligations remain outstanding under the Loan Agreement or the Loan Agreement has not terminated, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instrument, except for Permitted Liens.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to Assignee concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of Assignor's knowledge and believe, no material infringement or unauthorized use presently is being made of any of the Collateral which would adversely affect the fair market value of the Personal Property Collateral or the benefits of this Agreement granted to the Assignee including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Assignee hereunder.

6. Royalties: Terms. Assignor hereby agrees that any rights granted hereunder to Assignee with respect to all Collateral as described above shall be worldwide and without any liability for royalties or other related charges from Assignee or Assignor. The term of the assignments of security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Patents and Trademarks assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement has been terminated.

7. Reassignment to Assignor. This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall, at Assignor's sole cost and expense, execute and deliver to Assignor all termination statements, assignments, and other instruments as may be necessary or proper to revest in Assignor (without recourse to or warranty by the Assignee) full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated, (ii) make application on unpatented but patentable inventions, as appropriate, and (iii) to preserve and maintain all rights in the Collateral. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor agrees to retain an experienced registered patent attorney for the filing and prosecution of all such applications and other proceedings. Assignor shall not abandon any right to file a patent application or any pending patent application without the consent of Assignee.

If Assignor fails to comply with any of the foregoing duties, Assignee shall have the right (but shall not be obligated) to do so in Assignor's name to the extent permitted by law, but at Assignor's expense, and Assignor hereby agrees to reimburse Assignee in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Assignee in protecting, defending, and maintaining the Collateral.

In the event that Assignor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien prohibited hereby, or shall fail to comply with any other duty hereunder, Assignee may, but shall not be required to, pay, satisfy, discharge, or bond the same for the account of Assignor, and all moneys so paid out shall be Obligations of Assignor repayable on demand, together with interest at the Contract Rate or Default Rate, as appropriate, as provided in the Loan Agreement.

9. Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **paragraph 9**.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising on the part of Assignee, any right, power, or privilege hereunder or under the Loan Agreement 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 or further exercise thereof or the exercise of any other right, power, or privilege.

11. Severability. 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.

12. Modification. This Agreement cannot be altered, amended, or modified in any way, except as specifically provided in **paragraph 4** hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of the rights and remedies of Assignee with respect to the Collateral whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby authorizes Assignee to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (but not obligation) to (i) endorse Assignor's name on all applications, documents, papers, and instruments necessary or desirable for the Assignee in the use of the Collateral, (ii) take any other actions with respect to the Collateral as the Assignee deems in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies provided in the Loan Agreement or by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located. Recourse to security will not be required at any time.

14. Binding Effect; Benefits. Except to the extent the rights of any transferee or assignee are limited by the Loan Agreement, this Agreement shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

15. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever desires either of the parties to give or serve upon the other any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the Loan Agreement.

16. Venue and Governing Law. All warranties and representations of Assignor contained herein and any payment on any indebtedness secured hereby have been and shall be made in Dallas County, Texas, and all parties hereto agree that venue is proper only in such county, that such court is a convenient forum in which to decide any dispute arising hereunder and to submit themselves to the personal jurisdiction of the courts located in such county. The laws of Texas shall govern the construction of this Agreement and the rights, remedies, duties, and obligations of the parties hereto with respect to all transactions hereunder and any and all Collateral, to the extent that federal law is not applicable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the 13th day of May, 1998.

BETTER AGRICULTURAL GOALS
CORPORATION

By: *Robert R. Williamson*
Name: Robert R. Williamson
Title: CEO

Agreed and accepted

BANK ONE, TEXAS, N.A.

By: *L. Howell*
Name: L. Howell
Title: Vice President

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on JULY 21, 1998, by Robert R. Williamson, CEO of Better Agricultural Goals Corporation, a Texas corporation, on behalf of said corporation.

[S E A] 
RICHARD W. MARRIOTT
NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES
December 30, 2001

Richard W. Marriott
Notary Public, State of Texas

My Commission Expires
DECEMBER 30, 2001

RICHARD W. MARRIOTT
Printed Name of Notary

STATE OF TEXAS

COUNTY OF DALLAS

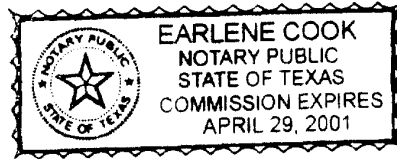
This instrument was acknowledged before me on 27th, 1998, by
L. A. POWELL, VICE PRESIDENT of Bank One, Texas,
N.A., national banking association, on behalf of said banking association.

[SEAL]

Earlene Cook
Notary Public, State of Texas

My Commission Expires:

Printed Name of Notary



ANNEX A
to
Collateral Patent and Trademark Agreement
dated May 13, 1998

Better Agricultural Goals Corporation, a/k/a B.A.G. CORP. U.S. Patents, Patent Applications,
Trademark Registration, and Applications for Trademark Registration

All U.S. Patents, Patent Applications Trademark Registrations and Applications for Trademark
Registration owned by Better Agricultural Goals Corporation, a/k/a B.A.G. CORP., are listed on
the attached two (2) sheets designated ANNEX A — Sheet 1 and Sheet 2.

F:\APPS\WP\WIN60\BANKONE\SUPERSAC\DOCS\ANNEXA.WPD

RECORDED: 08/10/1998

TRADEMARK
REEL: 1765 FRAME: 0482