



1-12-99

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

1. Name of conveying party(ies): PR/FINANCE

Cellofoam North America Inc.

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation-State of Delaware
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment       Merger
- Security Agreement       Change of Name
- Other: \_\_\_\_\_

Execution Date: November 24, 1998

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: Suite 350

Street Address: 6100 Fairview Road

City Charlotte State NC Zip 28210

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State of New York
- Other \_\_\_\_\_

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)  
Additional names(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
**Please see attached schedule**

B. Trademark Registration No. (s)  
**Please see attached schedule.**

Additional numbers attached?  Yes  No

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

Name: John S. Pratt, Esq.

Internal Address: Kilpatrick Stockton LLP  
Suite 2800

Street Address: 1100 Peachtree Street

City: Atlanta State: GA Zip 30309-4530

6. Total number of applications and marks involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

Enclosed      The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

Authorized to be charged to deposit account

8. Deposit account number

11-0860

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

01/14/1999 DMGUYEN 00000046 1540476

01 FC:481 40.00 DP  
02 FC:482 175.00 DP

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

Marsha T. Shulman  
Name of Person Signing

Marsha T. Shulman  
Signature

January 7, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## SCHEDULE OF TRADEMARKS

Trademark	Reg. Number	Application Number	Country	Reg. Date	Filing Date
BLUE DOT	1,540,476		U.S.A.	5/23/89	
CELLOFOAM	777,613		U.S.A.	9/29/64	
FORMGRID	1,546,428		U.S.A.	7/4/89	
PERMAFLOAT	1,902,738		U.S.A.	7/4/95	
PERMASPAN	1,448,520		U.S.A.	7/21/87	
POLY DECKS	1,471,399		U.S.A.	1/5/88	
POLY SHIELD	1,173,264		U.S.A.	10/13/81	
ROCKER DOCKER		75/230,773	U.S.A.		10/2/98

## TRADEMARK SECURITY AGREEMENT

**THIS AGREEMENT** is made as of November 24, 1998, between **CELLOFOAM NORTH AMERICA INC.**, a Delaware corporation having a mailing address of 581 Sigman Road, Suite 500, Conyers, Georgia 30013 ("**Debtor**"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation having an office at Suite 350, 6100 Fairview Road, Charlotte, North Carolina 28210 ("**Lender**").

### Statement of Facts

In order to induce Lender to extend credit and other financial accommodations to Debtor under the Loan and Security Agreement, dated as of the date thereof, between Debtor and Lender (as the same may hereafter be amended, restated, supplemented or replaced from time to time, the "**Loan Agreement**"), Debtor has agreed to grant to Lender a security interest in certain trademark rights and related assets of Debtor in accordance with the terms of this Agreement.

In consideration of the foregoing premises and other good and valuable consideration, Debtor hereby agrees that all capitalized terms used herein (and not otherwise expressly defined herein) shall have the meanings given such terms in the Loan Agreement and Debtor and Lender hereby further agree as follows:

### Statement of Terms

1. **Grant of Security Interest.** To secure the complete and timely satisfaction of all of Debtor's obligations hereunder, as well as to secure all of the rights of Lender hereunder, and to secure the payment and performance of any and all other Obligations (as such term is defined in the Loan Agreement) (all such obligations being herein collectively called the "**Secured Obligations**"), Debtor hereby grants to Lender a present and continuing security interest in the entire right, title and interest of Debtor in and to the trademark application(s) and trademark(s) listed on Schedule 1 attached hereto together with all goodwill of Debtor's business relating thereto and all other assets of Debtor necessary to produce the products for which such applications will be or such trademarks are used, 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 infringements, all rights corresponding thereto throughout the world and all renewals, extensions and other proceeds thereof (collectively called the "**Trademarks**").

2. **Representations and Warranties.** Debtor represents and warrants that as of the date hereof:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except where the failure of any of the foregoing to be true could not reasonably be expected to have a Material Adverse Effect;

(b) Each of the Trademarks is valid and enforceable, except where the failure of any of the foregoing to be true could not reasonably be expected to have a Material Adverse Effect;

(c) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the material Trademarks, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Debtor not to sue third persons, except for any Permitted Encumbrances;

(d) Debtor has the unqualified right to enter into this Agreement and perform its terms; and

(e) Except as set forth on Schedule 1 attached hereto, Debtor has no rights, titles or interests in any trademarks or trademark applications.

3. **No Inconsistent Licenses.** Debtor agrees that, so long as this Agreement is in effect, it will not enter into any agreement (for example, a license or assignment agreement) which is inconsistent with Debtor's obligations under this Agreement, without Lender's prior written consent.

4. **Event of Default.** The failure of Debtor to perform any of its obligations hereunder, any breach in any material respect of any representation or warranty of Debtor herein, or the occurrence of any Event of Default under (and as such term is defined in) the Loan Agreement will also constitute a default by Debtor under this Agreement after giving effect to any applicable cure periods expressly provided for in the Loan Agreement (herein referred to as an "**Event of Default**").

5. **Remedies on Default.** If any Event of Default shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in State of Georgia and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice or demand whatsoever to Debtor, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which Debtor may have therein and, after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all expenses for legal services) shall apply the residue of such proceeds toward the payment of the Secured Obligations (which application shall be made, first, to Lender's costs and expenses of such collection, sale or other disposition, including reasonable attorney's fees, and then to the payment of the other Secured Obligations then due to Lender). Debtor shall be liable for any deficiency remaining after the application of such proceeds. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Debtor. If required by applicable law, notice of any sale or other disposition of the Trademarks shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Lender may, to the

extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

6. **No Waiver**. No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of 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 preclude any other or further exercise thereof or the exercise of any other right, power or privilege

7. **Severability**. The provisions of this Agreement are several, 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.

8. **Modification**. This Agreement is subject to modification only by a writing signed by Debtor and Lender.

9. **Benefit of Agreement**. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties.

10. **Collateral Document**. This Agreement is one of the Loan Documents (as such term is defined in the Loan Agreement).

11. **Governing Law**. 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 GEORGIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

12. **Terminology; Headings**. All singular terms used herein shall include the plural and vice versa, and all pronouns used herein shall be deemed to cover all genders. All section headings used herein are for convenience of reference only and do not constitute a substantive part of this Agreement.

13. **Termination of Agreement**. This Agreement and security interest conveyed hereunder shall remain in full force and effect until such time as the Loan Agreement is no longer in effect and no Secured Obligations for the payment of money are outstanding.

14. **Execution in Counterparts**. This Agreement may be executed in any number of counterparts, each of which counterparts when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same Agreement.

15. **Expenses; Indemnity.** Debtor will promptly upon demand pay to Lender the amount of any and all expenses, including reasonable attorney's fees and fees of other experts, which Lender may from time to time incur in connection with (i) the administration of this Agreement, (ii) the preservation of or the sale or other disposition of or other realization upon any of the Trademarks, (iii) the exercise or enforcement of any of the rights of Lender hereunder or (iv) the failure by Debtor to perform or observe any of the provisions hereof. Debtor also hereby agrees to indemnify Lender and holds Lender harmless from and against any liability, loss, damage, suit, action or proceeding ever suffered or incurred by Lender as a result of (i) Debtor's failure to observe, perform or discharge Debtor's duties hereunder or (ii) Lender's holding or administering this Agreement or its rights, titles or interests in the Trademarks, unless with respect to any of the above, Lender is determined to have acted with gross negligence or to have engaged in willful misconduct. The obligations of Debtor under this paragraph 15 shall survive the termination of this Agreement.

16. **Loan Agreement.** Lender also has a Lien in the Trademarks under the terms of the Loan Agreement, and this Agreement is intended to supplement the Loan Agreement, but in the event of any inconsistency between the terms of this Agreement and those of the Loan Agreement, the terms of the Loan Agreement shall control, and Lender may elect to pursue its rights and remedies with respect to the Trademarks under either or both of this Agreement or the Loan Agreement.

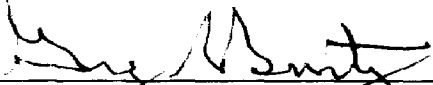
17. **Successor by Merger.** Debtor is the successor by merger to Cellofoam Acquisition Corporation, a Georgia corporation.

[Remainder of page intentionally left blank]

**WITNESS** the execution hereof as of the day and year first above written.

**Debtor:**

**CELLOFOAM NORTH AMERICA INC.**

By:   
\_\_\_\_\_  
Greg R. Bontrager, President

**LENDER:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By: \_\_\_\_\_  
Peter B. Cooney, its  
Duly Authorized Signatory

**WITNESS** the execution hereof as of the day and year first above written.

**Debtor:**

**CELLOFOAM NORTH AMERICA INC.**

By: \_\_\_\_\_  
Greg R. Bontrager, President

**LENDER:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION**

By: *P. B. Cooney*  
Peter B. Cooney, its  
Duly Authorized Signatory



STATE OF GEORGIA

COUNTY OF FULTON

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned, a Notary Public in and for the state and aforesaid, on this 24th day of November, 1998, personally appeared Greg R. Bontrager, to me known personally, and who, being by me duly sworn, deposes and says that he is the President of **CELLOFOAM NORTH AMERICA INC.** and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation. He is personally known to me or has produced a Georgia driver's license as identification.

*Carol Black*  
\_\_\_\_\_  
Notary Public  
My Commission Expires  
[ORIGINAL SEAL]

**SCHEDULE 1 TO****TRADEMARK SECURITY AGREEMENT EXECUTED BY CELLOFOAM NORTH AMERICA INC.**

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