

02-05-1999

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

2.1.99



Atty Docket No. G2370/181354

100959267

To the Honorable Commissioner of Patents and

attached original documents or copy thereof.

1. Name of conveying party(ies):

Equitable Bag Co., Inc.

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: Suite 600

Street Address: 3379 Peachtree Road

City Atlanta State: GA Zip: 30326

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

3. Nature of conveyance:

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

Execution Date: September 25, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No. (s)
1,819,906

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: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

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)

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40.00 OP

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 27, 1999

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 25, 1998, by **EQUITABLE BAG CO., INC.**, a New York corporation having an address at 7600 Empire Drive, Florence, Kentucky 41042 ("**Grantor**"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation having an address at 3379 Peachtree Road, Suite 600, Atlanta, Georgia 30326, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **SECURITY AGREEMENT**. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its daily authorized officer as of the date first set forth above.

EQUITABLE BAG CO., INC.

By: Stephen C. Whitlow
Name: Stephen C. Whitlow
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Justin C. Hill
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

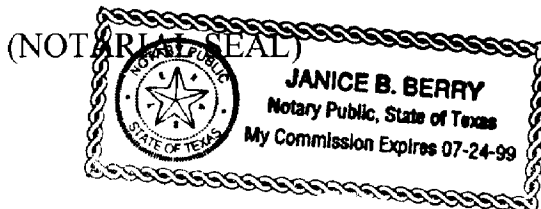
STATE OF TEXAS)

COUNTY OF HARRIS)

On this 21st day of September, 1998, before me personally appeared Stephen C. Whitlow, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Equitable Bag Co., Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Janice B. Berry
Notary Public

My Commission Expires: 7/24/99



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark Registration No.</u>	<u>Filing Date</u>	<u>Date of Issue</u>	<u>Title/Description</u>
1,819,906	4/29/93	2/8/94	"E in a square"