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FORM PTO-1594
1-31-92

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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #11

INTS

To the Honorable Commissioner of Patents and Trademarks.

1. Name of conveying party(ies): Fieldcrest Cannon, Inc.

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

Additional name(s) of conveying parties(ies) attached: Yes No

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

Name: Triangle Plastics, Inc.

Internal Address: _____

Street Address: 2349 Jamestown Avenue

City: Independence State: Iowa Zip: 50644

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

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

3. Nature of Conveyance:

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

Execution Date: December 19, 1997

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

A. Trademark Application No.(s)

B. Trademark registration No.(s):

(1,433,917) (2,034,169) (2,048,764) (2,100,074)

Additional numbers attached? Yes No

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

Name: Brian T. Ster

Internal Address: ICE MILLER DONADIO & RYAN

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 09-0007

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

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.

Brian T. Ster Brian T. Ster 9/17/99

Name of Person Signing Signature Date

Total number of pages including cover sheet:

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

09/22/1999 DNGUYEN 00000165 1433917

01 FC:481 40.00 OP

02 FC:482 75.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

5222871

REEL: 001963 FRAME: 0584

Bill of Sale

This Bill of Sale is entered into by and between Fieldcrest Cannon, Inc., a Delaware corporation ("Seller"), and Triangle Plastics, Inc., an Iowa corporation ("Purchaser").

RECITALS:

WHEREAS, Seller is conveying to Purchaser certain assets of the Bigelow Packaging Division of Seller as more particularly set forth below (the "Assets"), pursuant to that certain Asset Purchase Agreement between Seller and Purchaser dated as of December 19, 1997 (the "Asset Purchase Agreement").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

AGREEMENT:

1. Seller hereby ASSIGNS AND TRANSFERS to Purchaser, its successors and assigns, the Assets, without warranty other than warranty of title as herein limited, being the following:
 - A. All of Seller's right, title and interest in and to the Fixed Assets (as defined in the Asset Purchase Agreement);
 - B. All of Seller's right, title and interest in and to the Inventory (as defined in the Asset Purchase Agreement) of Big Pak; and
 - C. All of Seller's right, title and interest in and to the Backlog (as defined in the Asset Purchase Agreement) of Big Pak;
 - D. All of Seller's right, title and interest in and to the Intangible Assets (as defined in the Asset Purchase Agreement) of Big Pak;
 - E. All of Seller's right, title and interest in and to the Accounts Receivables (as defined in the Asset Purchase Agreement) of Big Pak;
 - F. All of Seller's right, title and interest in and to the Contracts (as defined in the Asset Purchase Agreement) of Big Pak;
 - G. All of Seller's right, title and interest in and to the Records (as defined in the Asset Purchase Agreement) of Big Pak; and

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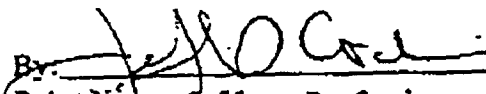
H. All of Seller's interest in the Prepaid Expenses and Deposits (as defined in the Asset Purchase Agreement) of Big Pak.

TO HAVE AND TO HOLD the Assets unto Purchaser, its successors and assigns, forever, and Seller does hereby bind itself its successors and assigns to warrant and forever defend, all and singular, title to the Assets unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Seller, but not otherwise.

2. THE ASSETS ARE BEING PURCHASED "WHERE IS" AND "AS IS". SELLER MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE ASSETS, EXPRESS OR IMPLIED, AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE ASSETS OR THEIR MATERIAL OR WORKMANSHIP. NEITHER SELLER SHALL HAVE ANY RESPONSIBILITY OR LIABILITY TO PURCHASER OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE FOLLOWING: (1) ANY LIABILITY, LOSSES OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE ASSETS OR BY ANY INADEQUACY THEREOF OR THEREWITH; (2) THE USE, OPERATION OR PERFORMANCE OF ANY OF THE ASSETS OR ANY RISK RELATING THERETO; OR (3) ANY LOSS OF BUSINESS OR ANTICIPATED PROFITS OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE, OPERATION OR PERFORMANCE OF THE ASSETS.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed effective as of December 19, 1997.

FIELDCREST CANNON, INC.

By: 
Print Name: Jeffrey D. Cordes
Its: President and Chief Operating Officer

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ASSET PURCHASE AGREEMENT

This Agreement, dated as of December 19, 1997, is by and between Fieldcrest Cannon, Inc., a Delaware corporation ("Seller"), and Triangle Plastics, Inc., an Iowa corporation ("Purchaser").

WITNESSETH:

WHEREAS, Fieldcrest owns the assets of the Bigelow Packaging Division ("Big Pak") of Fieldcrest; and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, all of Big Pak's assets and, in connection with such purchase, Purchaser will assume certain liabilities and expenses of Big Pak;

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained, and on the terms and subject to the conditions herein set forth, the parties hereto hereby agree as follows:

ARTICLE I

Purchase and Sale

Section 1.01. Sale and Purchase of Assets. Subject to and upon the terms and conditions contained herein, at the Closing (as hereinafter defined), Seller will sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase, accept and acquire from Seller, the following:

(a) Fixed Assets. All of Seller's right, title and interest in and to the fixed assets listed in Exhibit 1.01(a) hereto (the "Fixed Assets").

(b) Inventory. All of Seller's right, title and interest in and to all inventory of finished goods, work-in-process and raw materials owned by Fieldcrest as of the Closing Date (as hereinafter defined) for use by Big Pak (the "Inventory"). Seller has delivered to Purchaser a schedule of inventory from its records dated December 1, 1997, which will be subject to change as of the Closing Date to reflect transactions conducted in the ordinary course of business following the date of such schedule.

(c) Backlog. All of Seller's right, title and interest in and to all of the backlog of unfilled firm orders for products manufactured or sold by Big Pak held by Seller as of the Closing Date (the "Backlog").

(d) Intangible Assets. All of Seller's right, title and interest in and to the patents, trademarks, trade names, service marks and copyrights listed in Exhibit 1.01(d) hereto (the "Intangible Assets").

(e) Accounts Receivable. All of Seller's right, title and interest in and to Big Pak's accounts receivable reflected on the books and records of Big Pak as of the Closing Date (the "Accounts Receivable"). Seller has delivered to Purchaser a schedule of accounts receivable dated November 30, 1997, which will be subject to change as of the Closing Date to reflect transactions occurring in the ordinary course of business following the date of the schedule.

(f) Contracts. All of Seller's right, title and interest in and to the contracts and agreements listed on Exhibit 1.01(f) hereto (the "Contracts").

(g) Records. All of Seller's right, title and interest in and to the records of Big Pak listed on Exhibit 1.01(g) hereto (the "Records").

(h) Prepaid Items. All of Seller's right, title and interest in and to Big Pak's prepaid expenses and deposits listed on Exhibit 1.01(h) hereto (the "Prepaid Expenses and Deposits").

All of the assets described in Subsections (a) through (h) above are hereinafter collectively referred to as the "Assets."

Section 1.02 - Closing. The closing of the transactions contemplated hereby (the "Closing") shall occur on December 19, 1997 (the "Closing Date"), in the offices of Gardere & Wynne, L.L.P., 1601 Elm Street, Suite 3000, Dallas, TX 75201, or at such other time and place as shall be mutually agreed to in writing by the parties hereto.

Section 1.03 - Purchase Price. (a) Determination of Purchase Price. The purchase price for the Assets (the "Purchase Price") will be as follows:

(i) Base Purchase Price. The sum of \$1,700,000 (the "Base Purchase Price").

(ii) Net Equity Adjustment. The Base Purchase Price shall be (1) increased by an amount equal to the amount, if any, by which the Net Equity (defined in Section 1.04) as of the Closing Date is greater than \$400,000, or (2) decreased by an amount equal to the amount, if any, by which \$400,000 exceeds the Net Equity as of the Closing Date.

(iii) Assumption of Liabilities. Purchaser will assume and agree to pay and discharge on a timely basis the amounts due and owing as of the Closing Date for the accrued trade payables and accrued expenses of Big Pak in the categories listed on Exhibit 1.03(a)(iii) hereto as of the Closing Date (the "Assumed Liabilities").

(b) Payment of Purchase Price. The Purchase Price shall be payable as follows:

EXHIBIT 1.01(d)

Intangible Assets

See list attached hereto

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FIELDCREST CANNON, INC.

BIG PAK
INTELLECTUAL PROPERTY STATUS REPORT
(U.S./foreign Issued Patents & Pending Applications)

November 25, 1997

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FIELDCREST CANNON, INC.

BIG PAK

U.S. and Foreign

Issued Patents & Pending Applications

November 25, 1997

FILE NO.	COUNTRY	INVENTOR(S)	TITLE	STATUS	TAB NO.
111-6	USA	Joseph H. Wind	Shipping Pallet and a Package Formed Therefrom	Serial No.: 06/295,524 Filed: 8/24/81 Abandoned	1
	Australia			Serial No.: 86370/82 Filed: 7/23/82 Patent No.: 548,221 Issued: 7/23/82	
	Canada			Serial No.: 394945 Filed: 1/26/82 Patent No.: 1162863 Issued: 2/28/84	
	Denmark			Serial No.: 357,82 Filed: 1/27/82 Patent No.: 153132 Issued: 11/7/88	
	EPO			Serial No.: 82300348.8 Filed: 1/25/82 Patent No.: 0058003 Issued: 1/21/87	
	Great Britain			Serial No.: 820282 Filed: 1/26/82 Patent No. 2093410 Issued: 10/2/85	
	Hong Kong			Patent No.: 229081968 Issued: 3/27/86	

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FILE NO.	COUNTRY	INVENTOR(S)	TITLE	STATUS	TAB NO.
	Mexico			Serial No.: 10241 Filed: 8/13/82 Patent No.: 7501 Issued: 5/9/89	
	Norway			Serial No.: 820242 Filed: 1/27/82 Patent No. 154340 Issued: 1/27/82	
	Singapore			Patent No.: 8690102.2 Issued: 10/1/86	
	Taiwan			Serial No.: 7112326 Filed: 7/14/82 Patent No. NI-19432 Issued: 12/16/83	2
111-7	USA	Joseph H. Wind	Pallet (Design)	Serial No.: 06/229,196 Filed: 1/28/81 U.S. Patent No.: D271,152 Issued: 10/23/83	
111-14	USA	Joseph H. Wind	Shipping Pallet and Container	Serial No.: 06/434,173 Filed: 10/13/82 U.S. Patent No.: 4,480,748 Issued: 11/6/84	3
	Argentina			Serial No.: 293,836 Filed: 8/9/83 Patent No.: 233,309 Issued: 3/31/86	
	Brazil			Serial No.: P18304305 Filed: 8/10/83 Patent No.: P18304305 Issued: 6/29/93	
	Spain			Serial No.: 286423 Filed: 10/10/83 Patent No.: 286423 Issued: 7/1/86	

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FILE NO.	COUNTRY	INVENTOR(S)	TITLE	STATUS	TAIL NO.
	Ireland			Serial No.: 1733/83 Filed: 7/22/83 Patent No. 57508 Filed: 7/22/83	
	Israel			Serial No.: 69934 Filed: 10/7/83 Patent No.: 69934 Issued: 10/7/83	
	Korea			Serial No.: 3522/1983 Filed: 7/28/83 Patent No.: 30931 Issued: 1/3/90 Term extended under 1996 patent law.	
	Philippines			Serial No.: 29687 Filed: 10/13/83 Patent No.: 21880 Issued: 3/25/88	
	Venezuela			Serial No.: 2605 Filed: 10/5/83 Awaiting Office Action	
	South Africa			Serial No.: 83/7481 Filed: 10/6/83 Patent No.: 83/7481 Issued: 10/6/83	
111-25	USA	Joseph H. Wind	Shipping Pallet and Container Formed Therefrom	Serial No.: 06/576,917 Filed: 2/3/84 U.S. Patent No.: 4,580,680 Issued: 4/8/86	4
111-32	USA	Joseph H. Wind	Pallet B-Design - (Monosanto Style)	Serial No.: 06/655,547 Filed: 9/28/84 U.S. Patent No.: D288,977 Issued: 3/24/87	5
111-33	USA	Joseph H. Wind	Pallet A-Design - (Rudische Style)	Serial No.: 06/655,549 Filed: 9/28/84 U.S. Patent No.: D288,978 Issued: 3/24/87	6

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FILE NO. COUNTRY INVENTOR(S) TITLE STATUS TAI NO.

111-92 USA Dennis A. Giannini Bruce Cutler 7

Modular Shipping Container and Clip
For Assembling Components Thereof
Serial No.: 07/675,434
Filed: 3/26/91
U.S. Patent No. 5,123,541
Issued: 6/23/92

Canada

Serial No.: 2106995
Filed: 3/25/92
Patent No.: 2106995
Issued: 7/9/96

EPO

Serial No.: 92910816.5
Filed: 3/25/92
Patent No.: 377763
Issued: 1/18/95

PCT

Serial No.: US92/02422
Filed: 3/25/92
National Phase entered in
EPO and Canada - This file
now inactive.

111-001

USA

Danrell J. Hayward
Jeffery J. Hann

Twin Sheet Padlet

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Serial No.: 08/655,268
Filed: 6/4/96
Awaiting Office Action
Serial No.: 08/655,268
Filed: 6/4/96
Awaiting Office Action

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CHARLES E. BAXLEY
 CEB:ish -- 26 NOV 97
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FIELDCREST CANNON, INC.
 INTELLECTUAL PROPERTY LAW -- STATUS REPORT
 "BIG PAK" TRADEMARKS-- FOREIGN AND DOMESTIC

Country	Mark (Class(es))	Reference	Reg or Appln	Filed or Issued	Action Due
Benelux	BIG PAK 20	F 5657 B	Reg 396,355	09 Jul 84	Renew 29 Nov 03
Brazil	BIG PAK BY BIGELOW 20	F 2102 B	Reg 811,882,623	25 Mar 88	Renew 25 Mar 06
Canada	BIG PAK 20	F 7626 B	Reg 314,070	09 May 88	Renew 09 May 01
China, PRC	BIG PAK 20	F 7854 B	SN 9600748851	20 Jun 86	Pending Application
Colombia	BIG PAK 20	F 7629 B	Reg 121,686	08 Jun 88	Renew 07 Jun 03
Egypt	BIG PAK 20	F 7286 B	Reg 83,397	20 Jul 85	Renew 06 Jun 02
France	BIG PAK BY BIGELOW 20	F 7680 B	Reg 96,634,489	10 Jul 86	Renew 16 Jul 06
Germany	BIG PAK BY BIGELOW 20	F 7624 B	Reg 1,098,371	20 Oct 86	Renew 30 Apr 06
Great Britain	BIG PAK BY BIGELOW 20	F 8598 B	Reg 1,235,394	06 Feb 92	Renew 06 Feb 06
Guatemala	BIG PAK BY BIGELOW 20	F 7815 B	SN M-6313-6	16 Aug 86	Pending Application
Hong Kong	BIG PAK BY BIGELOW 20	F 2104 B	Reg B 2811/1989	24 Feb 88	Renew 24 Feb 02
Indonesia	BIG PAK 20	F 7620 B	Reg 211,173	19 Nov 86	Renew 19 Nov 06
Italy	BIG PAK 20	F 7679 B	Reg 458,504	18 Nov 83	Renew 18 Nov 03
Japan	BIG PAK 9	F 7625 B	Reg 1,887,660	29 Sep 86	Renew 22 May 06
Japan	BIG PAK 12	F 2239 B	Reg 2,009,747	18 Dec 87	Renew 18 Jun 06
Korea, S	BIG PAK 25	F 5690 B	Reg 105,481	29 Sep 84	Renew 30 Sep 04

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TRADEMARK

REEL: 001963 FRAME: 0595

CHARLES E. BAXLEY
CEB:lsb - 26 NOV 97
Page 2 of 2

FIELDCREST CANNON, INC.
INTELLECTUAL PROPERTY LAW - STATUS REPORT
"BIG PAK" TRADEMARKS-- FOREIGN AND DOMESTIC

Country	Mark (Class(es))	Reference	Reg or Appln	Filed or Issued	Action Due
Malaysia	BIG PAK 20	F 2506 B	Appln 85/04485	16 Oct 85	Pending Application
Mexico	BIG PAK 35	F 2103 B	Reg 306,351	31 Jan 84	Renew 31 Jan 04
Norway	BIG PAK BY BIGELOW 20	F 2248 B	Reg 132,815	26 Jul 88	Renew 26 Jul 98
Philippines	BIG PAK FCLI	F 7623 B	Appln 107,478	17 Apr 98	Pending Application
S. Africa	BIG PAK 20	F 5806 B	Reg 83/8262	14 Nov 83	Renew 14 Nov 03
Sweden	BIG PAK BY BIGELOW 20	F 7621 B	Reg 204,365	13 Feb 87	Renew 13 Feb 07
Switzerland	BIG PAK BY BIGELOW 20	F 7622 B	Reg 331,256	24 May 84	Renew 24 May 04
Taiwan	BIG PAK FCI	F 6369 B	Reg 745371	10 Jan 97	Renew 15 Jan 07
Thailand	BIG PAK FCI	F 7550 B	Reg 107,914	14 Jan 86	Renew 13 Jan 06
United States	BIG PAK FCLI	F 5636 B	Reg 1,433,917	24 Mar 87	Renew 24 Mar 07
United States	BIGELOW BS	F B	Reg 047,212	31 Oct 05	Sold to Mohawk
United States	BIGELOW & DESIGN BS	F B	Reg 382,604	05 Nov 40	Sold to Mohawk
United States	MANY HAPPY RETURNS 20 BS	F 6236 B	Reg 2,034,169	28 Jan 97	8 & 15 Due 28 Jan 02/03 Renew 28 Jan 07
United States	OUT-N-BAK PAK & KANGAROO DESIGN 20 FCLI	F 7291 B	Reg 2,048,784	01 Apr 87	8&15 Due 01 Apr 02/03 Renew 01 Apr 07
United States	RAKABL-PAK FCLI	F 7492 B	SN 75/016877	08 Nov 95	Pending Application
Venezuela	BIG PAK FCLI	F 7626 B	Reg 128,877	29 May 85	Renew 01 Dec 99
Venezuela	BIG PAK BY BIGELOW 50 FCLI	F 7630 B	Reg 128,877 F	29 May 85	Renew 01 Dec 99

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