

05-31-2000

Substitute Form PTO-1594  
Attorney Docket No.: 06427-010001  
Client's Ref. No.:



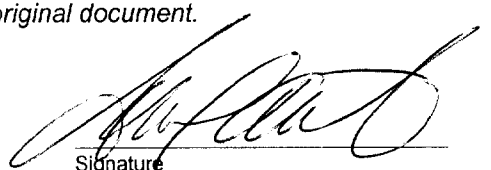
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ER SHEET  
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5-5-00

REC'D  
OPR/FINANCE  
MAY -5 PM 3:02

Assistant Commissioner for Trademarks: Please record the attached copies of an original document.

<p>1. Name of conveying party(ies): Eastern Seaboard Packaging Incorporated</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation—State Massachusetts <input type="checkbox"/> Other</p> <p>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Fleet National Bank 446 Main Street Worcester, MA</p> <p><input type="checkbox"/> Individual(s) Citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation—State _____ <input checked="" type="checkbox"/> Other <u>Lender</u></p> <p>If the assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement (Trademark) <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: 04/27/2000</p>	<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No(s).:</p> <p>B. Trademark No(s).: 1,623,588 1,648,805 2,173,830</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name/address of party to whom correspondence concerning document should be mailed: TIMOTHY A. FRENCH Fish &amp; Richardson P.C. 225 Franklin Street Boston, MA 02110-2804</p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR §3.41): \$90 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account.</p> <p>8. Deposit Account No.: 06-1050 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.</p>
<p>05/31/2000 DNGUYEN 00000017 1623588</p> <p>01 FC:481 40.00 OP 02 FC:482 50.00 OP</p> <p style="text-align: center;"><b>DO NOT USE THIS SPACE</b></p>	
<p>9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and the attached is a true copy of the original document.</i></p> <p>Timothy A. French Reg. No. 30,175 Name of Person Signing</p> <p style="text-align: center;"> Signature</p> <p style="text-align: right;">May 5, 2000 Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 9</p>	

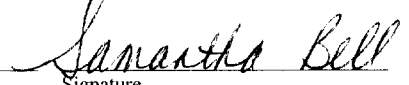
recordation form cover sheet (patent) (firstclass).doc

CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. EL 245415860US

I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressee with sufficient postage on the date indicated below and is addressed to the Commissioner of Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513.

May 5, 2000  
Date of Deposit

  
Signature

Samantha Bell  
Typed Name of Person Signing Certificate

TRADEMARK  
REEL: 002080 FRAME: 0374

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of April ~~21st~~<sup>27th</sup> 2000 between Eastern Seaboard Packaging Incorporated a Massachusetts corporation (herein, "Borrower"), ~~a corporation~~ and Fleet National Bank as Lender (herein, in such capacity, together with any successor thereto in such capacity, called the "Lender") with a place of business at 446 Main Street, Worcester, Massachusetts.

## RECITALS:

A. Borrower has entered into Amended and Restated Loan and Security Agreement of even date herewith by and between the Borrower, certain other borrowers and guarantors and the Lender (together with all amendments and other modifications, if any from time to time made thereto, the "Loan and Security Agreement");

B. As a condition precedent to the granting of the financial accommodations contained in under the Loan and Security Agreement, Borrower is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all the Obligations;

C. The Borrower has sometimes been incorrectly referred in its filings with the U.S. Patent and Trademark Office as Eastern Seaboard Packaging, Inc., a Massachusetts corporation but has confirmed that it is the corporation which holds all patents and trademarks registered under that name.

D. Eastern Seaboard Packaging, Inc., a Delaware Corporation, ("ESP-DE") is also a borrower under the Loan and Security Agreement and although ESP-DE confirms that Eastern Seaboard Packaging Incorporated is the owner of the Trademark Collateral as defined herein, ESP-DE has agreed to execute this Agreement to assign to the Bank as security for the Obligations all rights, title and interest which it has in the Trademark Collateral should any be owned by it at any time.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to grant financial accommodations to the Borrower pursuant to the Loan and Security Agreement, Borrower agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, shall have the meanings provided in the Loan and Security Agreement. In addition, for purposes hereof, "Intellectual Property" means patents, copyrights, service marks, trade names, trade styles, logos, goodwill, trade secrets, trademarks, and licenses acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time. The term "license" refers not only to rights granted by agreement from the owner of patents, copyrights, trademarks, service marks and the like, but also to rights granted by a franchisor under a franchise or similar agreement. The foregoing enumeration is not intended as a limitation of the meaning of the term "license".

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations (including without limitation all obligations of the Borrower to the Lender whether now existing or hereafter created) the Borrower does hereby assign, pledge and grant to the Lender a security interest in all of the Borrower's right, title and interest in and to the following property (the "Trademark Collateral"), whether now owned or hereafter existing or acquired:

(a) all of Borrower's registered and unregistered trademarks, trademark applications, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively the "Trademarks") which in the case of trademarks or trademark applications, are now or hereafter issued by or filed with the U.S. Patent and Trademark Office or any similar office or agency of any other countries, including without limitation the trademarks and trademark applications listed in Schedule I attached hereto and made a part hereof;

(b) all Intellectual Property that is related to the Trademark Collateral; and

(c) all proceeds of all of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements of the Trademarks, all rights

corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

SECTION 3. Borrower's Covenants and Representations. The Borrower represents, warrants and covenants that, to the best of its knowledge:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each of the Trademarks is valid and enforceable and the Borrower has notified the Lender in writing of all prior assignments (including public uses and sales) of which it is aware;

(c) The Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances except as disclosed in the Loan and Security Agreement, including without limitation, licenses, shop rights and covenants by the Borrower not to sue third persons;

(d) The Borrower has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(e) Until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Borrower's obligations under this Agreement, without the Lender's prior written consent.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and with the corresponding offices and authorities of any local, state or foreign governments. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan and

Security Agreement. The Loan and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Additional Collateral. If, before the Obligations shall have been satisfied in full, the Borrower shall obtain rights to any new trademark or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension or continuation-in-part of any Trademarks or any improvement on any Trademarks, the provisions of Section 2 hereof shall automatically apply thereto and the Borrower shall give to the Lender prompt notice thereof in writing. The Borrower authorizes the Lender to modify this Agreement by amending Schedule I hereto to include any such future trademarks and trademark applications.

SECTION 6. Attorney-in-Fact. The Borrower hereby appoints the Lender, or its designee, as the Borrower's true and lawful attorney-in-fact (without requiring the Lender to act as such), with full power, upon the occurrence of an Event of Default and at any time thereafter, as follows: (1) to sell, transfer or assign the Trademarks and the other Trademark Collateral or any part thereof, (2) to grant any license or sublicense to make, have made, use or sell under or pursuant to any or all of the Trademarks, (3) to seek issuance of all Trademarks in accordance with this Agreement (4) to execute and file assignments of the Trademarks and the other Trademark Collateral in the name of the Borrower with the U.S. Trademark and Trademark Office or any similar office or agency of any other country as it may deem appropriate, (5) to perform all acts required or permitted to be performed in connection with maintaining the Trademarks and the other Trademark Collateral, and (6) to perform all other acts to perfect and continue the Lender's security interest in, and to protect, preserve and enforce the Trademarks and the other Trademark Collateral.

SECTION 7. Lender's Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting,

maintaining, preserving the Trademarks and the other Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and the other Trademark Collateral, shall be borne and paid by the Borrower on demand by the Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed under the Obligations.

SECTION 8. Trademarks to be Issued; Lender's Expenses. The Borrower shall have the duty, through counsel acceptable to the Lender, to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application for trademarks and to preserve and maintain all rights in trademark applications and the Trademarks. Any expenses incurred in connection with such an application shall be borne by the Borrower. The Borrower shall not abandon any right to file a trademark application, or any pending trademark application or Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

SECTION 9. Enforcement. The Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and the other Trademark Collateral and any license thereunder, in which event the Borrower shall at the request of the Lender do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 9.

SECTION 10. Cumulative Rights and Remedies. All of the Lender's rights and remedies, with respect to the Trademarks and the other Trademark Collateral, whether established hereby or by the Loan and Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

SECTION 11. Release of Security Interest. Upon payment in full of all Obligations and the termination of all commitments, if any, of the Lender, the Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien or

the security interest in the Trademark Collateral which has been granted hereunder.

SECTION 12. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

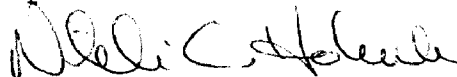
SECTION 13. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan and Security Agreement.

SECTION 14. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 15. Confirmation by ESP-DE. ESP-DE confirms that the Trademark Collateral including those Trademarks and Applications contained on Schedule I hereto is owned by the Borrower. Nevertheless by executing this document ESP-DE agrees that it shall be considered a Borrower under the terms hereof to the extent of any Trademark Collateral which it owns and ESP-DE will be deemed the "Borrower" hereunder for purposes of that Collateral and Eastern Seaboard Packaging Incorporated, a Massachusetts corporation will be deemed the Borrower hereunder for purposes of the Trademark Collateral owned by it.

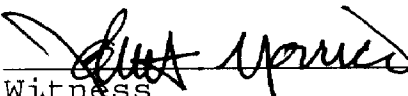
IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the day and year first above.

Eastern Seaboard Packaging  
Incorporated

By:   
**TREASURER**

Eastern Seaboard Packaging,  
Inc.

By:   
**TREASURER**

  
Witness



## SCHEDULE I

### United States Trademarks

- 1) Trademark: "S"  
U.S. Registration No.: 1,623,588
- 2) Trademark: "POLAR-PAK" & Design  
U.S. Registration No.: 1,648,805
- 3) Trademark: "THERMAL SHIELD"  
U.S. Registration No.: 2,173,830

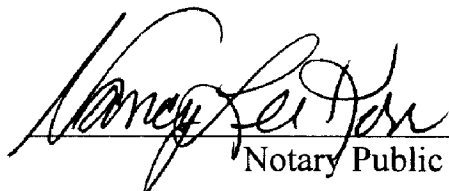


STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Nancy Lee Kerr, a Notary Public of the County and State aforesaid, certify that **Nikki C. Holcomb**, personally came before me and acknowledged that she is Treasurer of **Eastern Seaboard Packaging Incorporated**, a Massachusetts corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by her on behalf of the corporation.

Witness my hand and official seal this the 27th day of April, 2000.

  
\_\_\_\_\_  
Notary Public

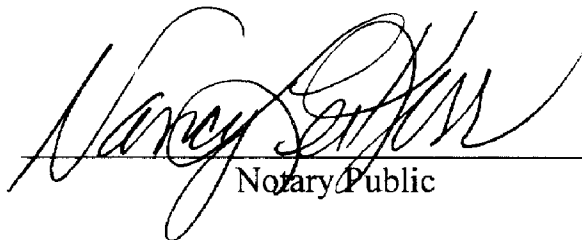
My Commission Expires: May 13, 2004

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Nancy Lee Kerr, a Notary Public of the County and State aforesaid, certify that **Nikki C. Holcomb**, personally came before me and acknowledged that she is Treasurer of **Eastern Seaboard Packaging, Inc.**, a Delaware corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by her on behalf of the corporation.

Witness my hand and official seal this the 27th day of April, 2000.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: May 13, 2004