



Documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

101508154

1. Name of conveying party(ies):

10-27-00

9072-3610 Québec Inc.

- Individual(s)
- General Partnership
- Corporation - Canada
- Other \_\_\_\_\_
- Association
- Limited Partnership

General Trust of Canada

1100 University Street  
Montreal, Quebec  
H3B 2G7 CANADA

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation \_\_\_\_\_
- Other Trust - Canada

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

3. Nature of conveyance:

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

Execution Date: June 23, 1999

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

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

A. Trademark Application No.(s)

75/648,013

75/523,419 (Recently Registered See Column B)

75/523,318 (Recently Registered See Column B)

B. Trademark Registration No.(s)

1,569,597

1,604,342

2,320,612

2,308,750

Additional numbers attached?  Yes  No

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

Name: Mark F. Clark, Esq.

Internal Address: Foley Hoag & Eliot LLP

Street Address: One Post Office Square

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: . . . . . 5

7. Total fee (37 CFR 3.41): . . . . . \$140

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-1446

(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.

Mark F. Clark, Esq.  
Name of Person Signing

[Signature]  
Signature

October 25, 2000  
Date

Total number of pages comprising cover sheet: . . . . . 12

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: TRI-FLEX 30  
App. No.: 75/648,013  
App. Date: Feb. 23, 1999  
Applicant: 9072-3610 Québec Inc.  
Class: 17

Assistant Commissioner  
for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3515

DESIGNATION OF DOMESTIC REPRESENTATIVE

Mark F. Clark, Esq., member of the bar of The Commonwealth of Massachusetts, whose postal address is Foley, Hoag & Eliot LLP, One Post Office Square, Boston, Massachusetts 02109, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting this application may be served.

GENERAL TRUST OF CANADA

By: Andrée Binette Nathalie Gagnon  
Name: Andrée Binette Nathalie Gagnon  
Account Manager  
Title: Section Manager Trust Services

18/10/2000, 1999

## SECURITY AGREEMENT

This SECURITY AGREEMENT made as of this 23<sup>rd</sup> day of June, 1999, by and between General Trust of Canada, a trust constituted under an Act Respecting Trust Companies and Savings Companies and Part 1 of the Companies Act (Québec), having its head office at 1100 University Street, Montreal, Province of Quebec, H3B 2G7, Canada, (the "Creditor") and 9072-3610 Québec Inc., a corporation duly constituted pursuant to the Companies Act (Québec), having its head office at 1170 Peel Street, 5<sup>th</sup> floor, Montreal, Quebec, H3B 4S8 Canada (the "Grantor"),

### WITNESSETH THAT:

*WHEREAS*, simultaneously with their entry into this Security Agreement, Grantor and the Creditor have entered into a Hypothec on the Universality of Moveable and Immovable Property dated June 23<sup>rd</sup>, 1999 (the "Hypothec") and certain associated instruments, including, but not limited to a Credit Agreement (the Hypothec and associated instruments are hereinafter sometimes referred to as the "Loan Documents");

*WHEREAS*, pursuant to the Loan Documents, the Grantor has undertaken certain secured obligations (specified in Section 6 of the Hypothec and herein referred to as the "Obligations") and, pursuant to the Hypothec, the Grantor has granted security interests in certain Charged Property to the Creditor to secure the payment of the Obligations, all as therein more fully set forth;

*WHEREAS*, the Charged Property includes all of the Grantor's rights in any trademark, goodwill and other intellectual property (registered or not), including, if any, improvements and modifications thereto as well as rights in any action pertaining to the protection, in Canada or abroad, of any such intellectual property rights, including certain listed intellectual property rights;

*WHEREAS*, the intellectual property rights included within the Charged Property include certain trademarks in use in the United States of America and registered, or with respect to which registration is being sought, with the United States Patent and Trademark Office;

*WHEREAS*, Twin-Pak Inc. changed its name to Emballages Amcor Twinpak-North America Inc./Amcor Twinpak-North America Inc. and subsequently assigned to the Grantor its rights in the five trademarks listed in paragraph 3 hereof by an assignment, a copy of which is attached hereto; and,

*WHEREAS*, the Grantor and the Creditor wish to confirm the Creditor's rights in those trademarks, registrations, associated goodwill and other rights in the United States of America and facilitate the recording and filing in the United States of appropriate notices of the Creditor's rights therein,

NOW, THEREFORE the parties hereto, in consideration of the transaction evidenced by the Loan Documents, agree as follows:

1. Definitions. Capitalized terms used in this Security Agreement and not otherwise defined herein are used in the same sense as, and have the meaning defined in the Hypothec.

2. Grantor's Representations.

- a. The Grantor's chief executive office is at the address in the Province of Quebec set forth in the heading of this Security Agreement.
- b. The Grantor has no place of business in the United States of America.
- c. The right, title and interest of the Grantor in and to its trademarks, registrations, goodwill and associated rights in the United States are not subject to any lien or encumbrance except the liens and encumbrances imposed by the Hypothec and this Security Agreement.

3. Grant of Security Interest. The Grantor confirms that it has granted to the Creditor, and hereby grants to the Creditor, to secure the payment and performance in full of all of the Obligations, a security interest in and to the following collateral. The collateral (hereinafter, the "Collateral") is all of the trademarks now or hereafter used or owned by the Grantor and all goodwill associated therewith, together with all United States state and federal registrations and applications for registration and renewal thereof, and renewals of such registrations, including but not limited to the following:

<u>Issued</u>	<u>Mark</u>	<u>Fed. Reg or Applic. No.</u>	<u>Fed. Reg. or Applic. Date</u>
Registered	FIBERFORCE	1,569,597	Dec. 5, 1989
Pending	TRI-FLEX 30	75-648,013	Feb. 23, 1999
Registered	TWINGUARD	1,604,342	July 3, 1990
Pending	OCEAN SELECT (& Design)	75-523,419	July 22, 1998
Published	BUTCHERS SELECT (& Design)	75-523,318	July 22, 1998

The Collateral includes all rights associated with said marks, goodwill, registrations and applications, including but not limited to the right to sue and recover for past infringement thereof.

4. Grantor's Covenants.

- a. The Grantor shall immediately notify the Creditor if and when it establishes a place of business within the United States.

- b. The Grantor shall, in a timely manner, take all actions necessary or convenient to maintain and renew the registration of any trademark for which it has obtained a state or federal registration in the United States.
- c. The Grantor shall, from time to time at the request of the Creditor, execute and deliver any document or documents and take any action that, in the judgment of the Creditor, is necessary or convenient to record in the United States Patent and Trademark Office, or in any state trademark office, notice of the Creditor's rights in the Collateral, including any Collateral that becomes the subject of a registration or application for registration after the date of this Security Agreement.
- d. The Grantor shall, from time to time at the request of the Creditor, execute, deliver, and where appropriate, file financing statements and other continuation statements that the Creditor deems prudent to perfect its security interest in the Collateral under the Uniform Commercial Code as in effect in any jurisdiction of the United States.

5. Default. The Events of Default hereunder shall be the Events of Default defined in the Hypothec, including the occurrence, without notice or other formality, of any of the following events:

- a. Any of the representations or warranties of the Grantor herein set forth is false in any respect; or
- b. The Grantor fails to perform in a timely manner any covenant or other obligation hereunder.

6. Remedies. In addition to any rights and remedies that the Creditor may have under the Hypothec, any other Loan Document or applicable law upon an Event of Default, the Creditor shall have, upon an Event of Default, the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Grantor has the highest volume of sales in the United States.

7. Proceeds of Dispositions; Expenses. The Grantor shall pay to the Creditor on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Creditor in protecting, preserving or enforcing the Creditor's rights under or in respect of any of the Obligations or any of the Collateral, including but not limited to appearance and participation in any bankruptcy or other insolvency proceedings of the Grantor. After deducting all of said expenses, the residue of any proceeds of the collection or sale of the Obligations or Collateral, shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Creditor may determine, including appropriate reserves for any Obligation not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Section 9-504(1)(c) of the Uniform Commercial Code as enacted in the state in which the Grantor has the highest volume of sales in

the United States, any excess shall be returned to the Grantor, and the Grantor shall remain liable for any deficiency in the payment of the Obligations.

8. Supplemental Nature of Agreement. This Security Agreement is a supplement to and in aid of the Hypothec. The duties of the Grantor and the rights of the Creditor under this Security Agreement and the Loan Documents are cumulative; the provisions of the Loan Documents shall be used to resolve any issue that may arise hereunder, and to supplement or supply any right or power that may be exercised in connection herewith.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed as of the date first above written by an officer thereunto duly authorized.

9072-3610 Québec Inc.

By: *Mathieu Gauthier*

Title: \_\_\_\_\_

The grant of the within Security Interest is hereby accepted as of the date first above written.

GENERAL TRUST OF CANADA

By: *Christine Frenette*

Title: Section Manager

By: *Maureen*

Account Manager

Title: Trust Services

APPENDIX "A"

Trademarks - Canada

<b>Trademark</b>	<b>Application #(A)/ Registration #(R)</b>	<b>Application Date/ Registration Date</b>	<b>Renewal Date</b>
COPACO	UCA 006567 (R)	July 9, 1936	July 9, 2011
FIBERFORCE	TMA 354625 (R)	April 14, 1989	April 14, 2004
FLAMTARD	TMA 210722 (R)	November 28, 1975	November 28, 2005
LACEKOTE	TMA 348719 (R)	December 2, 1988	December 2, 2003
TRI-FLEX	TMA 194647 (R)	October 5, 1973	October 5, 2003
TRI-FLEX & Design	TMA 198005 (R)	March 8, 1974	March 8, 2004
TRI-FLEX 30	1003254 (A)	January 26, 1999	
TWINGUARD	TMA 363830 (R)	November 17, 1989	November 17, 2004
TWINWRAP	TMA 367816 (R)	April 20, 1990	April 20, 2005

Trademarks - United States

<b>Trademark</b>	<b>Application #(A)/ Registration #(R)</b>	<b>Application Date/ Registration Date</b>	<b>Renewal Date</b>
FIBERFORCE	1569597 (R)	December 5, 1989	December 5, 1999
FLAMTARD	Co-Existence Agreement with Alcan Aluminum Limited dated March 1990		
TRI-FLEX 30	75/648,013 (A)	February 23, 1999	
TWINGUARD	1604342 (R)	July 3, 1990	July 3, 2000
OCEAN SELECT & Design	75/523,419 (A)	July 22, 1998	
BUTCHERS SELECT & Design	75/523,318 (A)	July 22, 1998	