

9-18-00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-07-2000



101508010

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

SEP 18 2000

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year _____
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name MARPAC INDUSTRIES

08 31 2000

Formerly _____

2068164

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization NEW YORK

Receiving Party

Mark if additional names of receiving parties attached

Name PNC BANK, NATIONAL ASSOCIATION

DBA/KA/TA _____

Composed of _____

Address (line 1) TWO TOWER CENTER BOULEVARD

Address (line 2) _____

Address (line 3) EAST BRUNSWICK

City

NEW JERSEY

State/Country

08816

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other NATIONAL BANKING ASSOCIATION

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization NATIONAL BANKING ASSOCIATION (U.S.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK 5582

REEL: 002168 FRAME: 0648

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="1728516"/>	<input type="text" value="1624916"/>	<input type="text" value="1503041"/>
<input type="text" value="1237109"/>	<input type="text" value="1237108"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

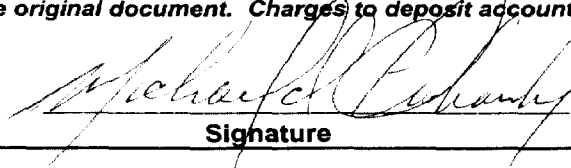
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

MICHAEL L CHAKANSKY, ESQ.
Name of Person Signing


Signature

9/13/00
Date Signed

REG. NO. 31,600

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

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Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Conveying Party

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Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name NOVAPAK CORPORATION

08 31 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization DELAWARE

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Assignment") is executed as of this 31st day of August, 2000, among PVC CONTAINER CORPORATION, a corporation organized under the laws of the State of Delaware ("PVC"), NOVATEC PLASTICS CORPORATION, a corporation organized under the laws of the State of Delaware ("Novatec"), NOVAPAK CORPORATION, a corporation organized under the laws of the State of Delaware ("Novapak"), AIROPAK CORPORATION, a corporation organized under the laws of the State of Delaware ("Airopak"), MARPAC INDUSTRIES, INC., a corporation organized under the laws of the State of New York ("MI"), MARPAC SOUTHWEST, INC., a corporation organized under the laws of the State of Oklahoma ("MS"), and PVC CONTAINER INTERNATIONAL SALES CORPORATION, a corporation organized under the laws of the U.S. Virgin Islands ("PVCCISC") (PVC, Novatec, Novapak, Airopak, MI, MS and PVCCISC, each a "Borrower" and collectively "Borrowers") and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for the Lenders (as defined in the Credit Agreement referred to below) (PNC, in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Borrower has rights in and to certain intellectual property, including but not limited to the intellectual property listed in Schedules A, B and C;

WHEREAS, pursuant to the Revolving Credit, Term Loan and Security Agreement dated as of even date herewith by and among the Borrower, the Lenders and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make loans to, and to issue or participate in letters of credit for the account of, the Borrower, all upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition precedent to the obligation of Lenders to make loans to, and to issue or participate in letters of credit for the account of, the Borrowers that the Borrowers and each Borrower grant to the Agent, for the ratable benefit of the Lenders, a lien and security interest in the Intellectual Property as said term is defined below, as security for all of the Obligations (as defined in the Credit Agreement), all in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Credit Agreement, each Borrower hereby agrees with the Agent and the Lenders as follows:

1. **Defined Terms.** All capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest.** For other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, the Borrowers and each Borrower hereby assigns and grants to the Agent, for the ratable benefit of the Lenders, a lien on and security interest in and to all its present and future right, title and interest in and to the following, which collectively constitutes and is defined as the Intellectual Property:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, inventions, proprietary information, customer lists, manufacturing techniques, formulas, product formulations, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to the Borrowers or any of them now or hereafter existing, created, acquired or held;

(d) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part, etc., including without limitation the patents set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any and all trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, and the entire goodwill of the business of the Borrowers and any of them connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) Any and all licenses or other rights to use any of the Intellectual Property, all license fees and royalties arising from such use, and all licenses relating to the intellectual property of third parties;

(h) Any and all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) Any and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

3. **Maintenance of Intellectual Property.** Each Borrower hereby covenants and agrees to maintain the Intellectual Property in full force and effect until all of the Obligations are paid in full and the Credit Agreement is terminated.

4. **Representations and Warranties.** The Borrowers and each Borrower represents, warrants and covenants that: (a) the Intellectual Property is subsisting and has not been adjudged invalid or unenforceable; (b) the Intellectual Property is valid and enforceable; (c) the Borrower and/or each Borrower is the sole and exclusive owner of the entire and unencumbered (except for Permitted Encumbrances) right, title and interest in and to the Intellectual Property, and the Intellectual Property is free and clear of any liens, charges, licenses, options and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Borrowers or any Borrower not to sue any third person; (d) the Borrowers and each Borrower has used, and will continue to use for the duration of this Assignment, proper applicable statutory notice, in connection with their use of the Intellectual Property; and (e) the Borrowers and each Borrower, as applicable, has used, and will continue to use for the duration of this Assignment, consistent standards of quality in production leased or sold under the Trademarks.

5. **Covenants.** The Borrowers and each Borrower covenants that: (a) until all of the Obligations have been paid in full and the Credit Agreement has been terminated, they will not enter into

any agreement, including without limitation, license agreements, which are inconsistent with their obligations under this Assignment; and (b) if the Borrowers or any Borrower acquires rights to any new Intellectual Property, the provisions of this Assignment shall automatically apply thereto and the Borrowers and/or the Borrower shall give the Agent prompt written notice thereof along with an amended Schedule A, B or C, as applicable reflecting such new Intellectual Property.

6. **Exclusive Use of Intellectual Property.** For so long as no Event of Default has occurred and is continuing, the Borrowers shall continue to have the exclusive, as to Agent, right to use the Intellectual Property, and the Agent shall have no right to use the Intellectual Property or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Intellectual Property to anyone else.

7. **Negative Pledge.** The Borrowers and each Borrower agrees not to sell, assign or further encumber its rights and interest in the Intellectual Property (except for encumbrances constituting Permitted Encumbrances).

8. **Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, upon the occurrence and during the continuance of an Event of Default, the Borrower hereby covenants and agrees that the Agent, as the holder of a security interest under the Uniform Commercial Code, as now and hereafter in effect in the State of New York, may take such action permitted under the Credit Agreement and the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Intellectual Property covered hereby.

(b) The Borrowers and each Borrower hereby irrevocably constitutes the Agent or the Agent's designee as their attorney with power, following the occurrence and during the continuance of an Event of Default, to endorse the Borrowers and/or each Borrower's name on all applications, documents, paper and instruments, including assignments of all right, title and interest in and to the Intellectual Property, or any portion thereof, necessary for the Agent to use the Intellectual Property, to perfect its rights therein, or to grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone else. The Borrowers and/or each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Assignment and the Credit Agreement, and until all the Obligations are paid or performed in full.

(c) The Borrowers and each Borrower expressly acknowledges that this Assignment shall be recorded as and how the Agent determines, in its sole discretion, including without limitation, in the U.S. Patent and Trademark Office, U.S. Copyright Office and along with any UCC-1 filings.

9. **Subject to Credit Agreement.** This Assignment shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. **Inconsistent with Credit Agreement.** All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Credit Agreement and the Other Documents. In the event of an inconsistency between this Assignment and the Credit Agreement, the language of the Credit Agreement shall control. The terms and conditions of the Credit Agreement are hereby incorporated herein by reference.

11. **Termination of Agreement.** Upon payment and performance of all Obligations and the termination of the Credit Agreement, the Agent shall execute and deliver to the Borrowers, at the Borrowers' expense, all documents necessary to terminate the Agent's security interest in the Trademarks. The Borrowers' obligations under paragraphs 12, 13 and 14 hereof shall survive the termination of this Assignment.

12. **Fees and Expenses.** Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorney's fees and legal expenses incurred by the Agent in connection with the preparation of this Assignment 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, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Intellectual Property, or in defending or prosecuting each case in accordance with the terms of this Assignment, shall be borne and paid by the Borrowers within ten (10) days of demand by the Agent therefor and until so paid shall be added to the Obligations.

13. **Enforcement of Intellectual Property.** The Borrowers shall have the right to bring suit in their own name to enforce the Intellectual Property, in which event the Agent may, if the Borrowers deem it necessary or, upon the occurrence and during the continuance of an Event of Default, if the Agent deems it necessary, be joined as a nominal party to such suit, but only if the Agent shall have been satisfied in its sole discretion that it is not thereby incurring any risk of liability because of such joinder. The Borrowers shall promptly, upon demand, reimburse and indemnify the Agent for all damages, reasonable costs and reasonable expenses, including, without limitation, reasonable attorneys' fees incurred by the Agent in the fulfillment of the provisions of this paragraph.

14. **Additional Remedies.** Upon the occurrence and during the continuance of an Event of Default, the Agent may, without any obligation to do so, complete any obligation of the Borrowers hereunder, in the Borrowers' name or in the Agent's name, but at the Borrowers' expense, and the Borrowers and each Borrower hereby agree to reimburse the Agent in full for all expenses, including, without limitation, reasonable attorney's fees, incurred by the Agent in protecting and defending and maintaining the Intellectual Property.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, except that the Federal laws of the United States of America shall govern to the extent applicable.

16. **Counterparts.** This Assignment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

Each of the parties has signed this Assignment as of the day and year first above written.

ATTEST

PVC CONTAINER CORPORATION

Herbert Sneeber

By: [Signature]
Name: _____
Title: _____

[SEAL]

Address

ATTEST

NOVATEC PLASTICS CORPORATION

Herbert Sneeber

By: [Signature]
Name: _____
Title: _____

[SEAL]

Address

ATTEST

NOVAPAK CORPORATION

Herbert Sneeber

By: [Signature]
Name: _____
Title: _____

[SEAL]

Address

ATTEST

AIROPAK CORPORATION

Herbert Sneeber

By: [Signature]
Name: _____
Title: _____

[SEAL]

Address

ATTEST

MARPAC INDUSTRIES, INC.

Herbert Swearer

By: [Signature]
Name: _____
Title: _____

[SEAL]

Address _____

ATTEST

MARPAC SOUTHWEST, INC.

Herbert Swearer

By: [Signature]
Name: _____
Title: _____

[SEAL]

Address _____

ATTEST

PVC CONTAINER INTERNATIONAL
SALES CORPORATION

Herbert Swearer

By: [Signature]
Name: _____
Title: _____

[SEAL]

Address _____

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: [Signature]
Name: David K. Winget
Title: Vice President

Two Tower Center Boulevard
East Brunswick, New Jersey 08816

SCHEDULE A TO
 ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
 COPYRIGHTS

Date of Registration	Descriptive Title	Registration No.
7/24/89	Description for Color Brochure	377909
1/9/90	Company Newsletter	401180
1/9/90	Company Christmas Card	401179
1/9/90	Hi relief Embossing Photomicrograph	420337
9/8/87	Shredder Lubricant Instruction Sheet	304615
9/9/98	Computer aided Process Quality Assurance (SPC/SQC)	297627
9/21/87	MARPAC Multi-Product Color Photograph	272387
3/2/87	MARPAC Original Color Brochure	248247
8/6/86	In-process control Brochure	248246
7/7/86	Process Capability Brochure	244370
3/11/86	Molding/Assembly Know How Brochure	231597

SCHEDULE B TO
ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
PATENTS

Patent	Issued	Applicant(s)	Title
US Design 0376760	12/24/1996	Marpac Industries, Inc.	Bottle
US Design 0345303	03/22/1994	Marpac Industries, Inc.	Bottle
US Design 0316039	04/09/1991	Marpac Industries, Inc.	Combined closure and container for a drying agent
US Design 0303087	08/29/1989	Marpac Industries, Inc.	Bottle
US Design 0298015	10/11/1988	Marpac Industries, Inc.	Recloseable flexible pouring spout for a container
US 04723694	02/09/1988	Marpac Industries, Inc.	Fluid dispensing valve mechanism and assembly
US Design 0292372	10/20/1987	Marpac Industries, Inc.	Container for tablets or the like
US Design 0287615	01/06/1987	Marpac Industries, Inc.	Combined valve body and splash guard
US Design 0284865	07/29/1986	Marpac Industries, Inc.	Toner cartridge
US 04599851	07/15/1986	Marpac Industries, Inc.	Dry toner cartridge system and method of filling same
US 04574985	03/11/1986	Marpac Industries, Inc.	Dispensing valve including an elastomeric seal disposed between plastic plug and valve seat members
US 04555023	11/26/1985	Marpac Industries, Inc.	Drum containers
US 04489858	12/25/1984	Marpac Industries, Inc.	Dispensing valve to be used with bottles of fluent imaging material for the development of electrostatic images
US 04372467	02/08/1983	Marpac Industries, Inc.	Dispensing valve to be used with bottles of fluent imaging material for the development of electrostatic images
GB 08611782A	06/25/1986	MARPAC INDUSTRIES INC.	Drum Container
IE 00050690B	06/11/1986	MARPAC INDUSTRIES INC.	Dispensing valve to be used with bottles of fluid developer
CA 01156035A1	11/01/1983	MARPAC INDUSTRIES INC.	Dispensing valve to be used with bottles of fluid developer

SCHEDULE C TO
ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
TRADEMARKS
U.S.

Date	Serial Number	Registration Number	Mark	Owner Name
6/3/1997	75144045	2068164	E-Z-ACCESS	Marpac Industries
3/11/1997	75108924	2043825	POUR-FLEX	Marpac Industries
7/1/1997	75081462	2076585	FLUID-FEEDER	Marpac Industries
10/27/1996	74139367	1728516	ULTRA-CLEAN	Marpac Industries
11/27/1990	74028109	1624916	POUR-FLEX	Marpac Industries
9/6/1988	73698519	1503041	FLEX-NECK	Marpac Industries
5/10/1983	73306196	1237109	MARPAC	Marpac Industries
5/10/1983	73306195	1237108	MARPAC	Marpac Industries
6/6/2000	74287076	2355442	NOVACYCLE	Novatec Plastics & Chemicals Co., Inc.
7/17/1984	73385919	1285688	NOVABLEND	Novatec Plastics & Chemicals Co., Inc.
2/16/1988	73651013	1476855	NOVALOY	Notatec [sic] Plastics & Chemicals Co., Inc.

SCHEDULE C TO
ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
TRADEMARKS [*CONTINUED*]
FOREIGN

Date	Country	Registration Number	Mark
1/6/1994	New Zealand	B233244	FLEX-NECK
12/17/1993	Australia	A618,876	POUR-FLEX
1/21/1994	Indonesia	331,890	FLEX-NECK
1/21/1994	Indonesia	331,889	POUR-FLEX
1/6/1994	New Zealand	233,245	POUR-FLEX
5/5/1987	Great Britain	B1,309,015	FLEX-NECK
12/13/1993	Germany	1,068,229	MARPAC Logo
9/12/1993	Germany	1,067,131	MARPAC
10/10/1990	China	530,911	MARPAC Class 6
10/10/1990	China	530,983	MARPAC Class 20
4/6/1990	Canada	387,473	FLEX-NECK
5/1/1989	Taiwan	00441052	MARPAC
9/12/1988	Taiwan	00408036	MARPAC
5/18/1987	Benelux	437,254	FLEX-NECK
9/14/1984	Germany	1,068,229	MARPAC Logo
8/17/1984	Germany	1,067,131	MARPAC
8/3/1994	Canada	293,688	MARPAC
8/3/1984	Canada	293,697	MARPAC Logo
1/30/1984	Great Britain	1,211,794	MARPAC
1/30/1984	Great Britain	1,211,795	MARPAC Class 20
1/30/1984	Great Britain	1,211,796	MARPAC
1/30/1984	Great Britain	1,211,797	MARPAC Class 20
12/13/1983	Benelux	396,244	MARPAC
12/14/1983	Benelux	396,924	MARPAC Logo
3/30/1981	Ireland	102015	MARPAC Class 6
3/30/1981	Ireland	102016	MARPAC Class 9
3/30/1981	Ireland	102017	MARPAC Class 21
3/30/1981	Ireland	102018	MARPAC Logo Class 6
3/30/1981	Ireland	102019	MARPAC Logo Class 9
3/30/1981	Ireland	102020	MARPAC Logo Class 21