

11-07-2000

U.S. Department of Commerce
Patent and Trademark Office
Forms or copy thereof.



101507374

To the Honorable Commissioner of Patents and Trademarks:

1. Name of conveying party(ies): 10-27-00
9077-2898 Québec Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Canada
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

General Trust of Canada
1100 University Street
Montreal, Quebec
H3B 2G7 CANADA

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
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)
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,549,153

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: 1

7. Total fee (37 CFR 3.41):.....\$40
 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. October 25, 2000
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 8

11/06/2000 DNGUYEN 00000243 061446 1549153
01 FC:481 40.00 CH

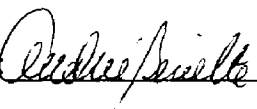

Mark: FIB-PAK
Reg. No.: 1,549,153
Reg. Date: July 25, 1989
Registrant: 9077-2898 Québec Inc.
Class: 17

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 Registrant's representative upon whom notice or process in proceedings affecting this registration may be served.

GENERAL TRUST OF CANADA

By  
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 23rd 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 9077-2898 Québec Inc., a corporation duly constituted pursuant to the Companies Act (Québec) having its head office at 1170 Peel Street, 5th 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 23rd, 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, Fib-Pak Inc. assigned to Grantor its rights in the trademark referred to 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	FIB-PAK	1,549,153	July 25, 1989

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.

9077-2898 Québec Inc.

By: Mathieu Lacroix

Title: _____

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

GENERAL TRUST OF CANADA

By: André Sirois

Title: Section Manager

By: Magnus
Account Manager

Title: Trust Services

ASSIGNMENT OF TRADE-MARKS

THE REGISTRAR
Industry Canada
Trade-Marks Office
50 Victoria Street
Place du Portage, Phase 1
Ottawa/Hull,
K1A 0C9

Trade-Marks Office
Regional Office
5 Place Ville Marie
Suite 800
Montreal, Quebec
H3B 2G2

WHEREAS Fib-Pak Inc., a body politic and corporate, having its head office at 1201-1301 Spence Avenue, Hawkesbury, Ontario, K6A 3G7, (hereinafter referred to as the "Vendor") is the registered owner of the entire rights, title and interest in and to the trade-marks identified in Appendix "A" (hereinafter referred to as the "Trade-marks");

WHEREAS 9077-2898 Quebec Inc., a body politic and corporate, having its registered office at c/o McCarthy Tétrault, 1170 Peel Street, Montreal, Quebec, H3B 4S8, (hereinafter referred to as the "Purchaser") is desirous of acquiring the entire rights, title and interest in and to the Trade-marks;

WHEREAS the Purchaser and the Vendor are party to that certain Liquidation Agreement dated June 29, 1999, (the "Liquidation Agreement");

NOW, THEREFORE, the Vendor declares as follows:

The Vendor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign and transfer to Purchaser, its successors and assigns forever, as successor to Seller's Business (as defined in the Purchase Agreement) to which the Trade-marks pertain, which business is on-going and existing, all of its rights, title and interest in, to and under the Trade-marks including all goodwill appertaining to the Trade-marks in Canada, the United States and worldwide.

This assignment is made with the representations and warranties provided in the Purchase Agreement and with no other representations and warranties (including warranties arising by law).

The Purchaser accepts said assignment and hereby revokes any and all previous appointments of agent and representative for service in respect of the registration of the Trade-marks and appoints McCarthy Tétrault to the attention of Lonnie Brodtkin-Schneider, 1170 Peel Street, Montreal, Quebec, H3B 4S8, as the firm to whom any notice relating to the Trade-marks may be sent and upon whom service of any proceedings in respect thereof may be made with the same effect as if they had been given to or served upon the Purchaser itself.

The parties acknowledge having required that the present assignment be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais de la présente cession.

EXECUTED at Montreal, June 29, 1999.

E. Lacombe - Têche
Witness

E. Lacombe - Têche
Witness

FIB-PAK INC.

By: [Signature]

9077-2898 QUEBEC INC.

By: [Signature]

COPIE CONFORME

Desjardins Ducharme Stein Monast

DESJARDINS DUCHARME STEIN MONAST
TRADEMARK
SOCIÉTÉ EN NOM COLLECTIF

REEL: 002168 FRAME: 0843

SCHEDULE A

FIB-PAK INC. TRADEMARKS

Canada

Trademark	Registration #	Registration Date	Renewal Date
FIB-PAK	TMA 332290	September 25, 1987	September 25, 2002
FIB-LOK	TMA 279378	May 6, 1983	May 6, 2013

United States

Trademark	Registration #	Registration Date	Renewal Date
FIB-PAK	1549153	July 25, 1989	July 25, 2009

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