

12-13-2000



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RECORDATION FORM COVER
TRADEMARKS ONLY

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10052000

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

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.)

12/12/2000 6TON11 00000393 1551957

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

REEL: 002193 FRAME: 0808

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) *See attached sheet
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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Adam Chernichaw, Esq.
White & Case LLP

11/21/00

Name of Person Signing Signature Date Signed

LIST OF TRADEMARKS

TRADEMARK	REGISTRATION DATE	REGISTRATION NO.
"C" and Design	8-15-89	1,551,957
Bettix	10-29-91	1,662,357
"C" with Sifters Logo	05-23-88	73/730,335

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RXI PLASTICS, INC., a Delaware corporation ("the Assignor") with principal offices at 14515 N. Outer Forty, Suite 201, Chesterfield, Missouri 63017, hereby assigns and grants to BANKERS TRUST COMPANY, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and, pending patent applications (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 29, 1997 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the

5th day of October, 2000

RXI PLASTICS, INC., as
Assignor

By Frank W. Hoge

Title: Vice President

BANKERS TRUST COMPANY, as

Collateral Agent, Assignee

By [Signature]

Title: DIRECTOR

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 5th day of October ~~2002~~ before me personally came

Frank Negan who, being by me duly sworn, did state as follows: that she/he is
Vice President of RXI PLASTICS, INC., that she/he is authorized to execute the foregoing
Assignment of Security Interest on behalf of said corporation and that she/he did so by authority
of the Board of Directors of said corporation.

Claudia Creason Moran
Notary Public

CLAUDIA CREASON MORAN
Notary Public, State of New York
No. 62-4935780
Qualified in Suffolk County
Commission Expires June 27, 2002

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 11TH day of OCTOBER, 2000, before me personally came

ANCA TRIFAN who, being by me duly sworn, did state as follows: that ~~she~~ ~~he~~ is
DIRECTOR of Bankers Trust Company, that she/he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that she/he did so by
authority of the Board of Directors of said corporation.

Ranisha Pitt

Notary Public

RANESHA PITT
Notary Public, State of New York
No. 01PI6046637
Qualified in Bronx County
Commission Expires August 14, 2002

SCHEDULE B

U.S. PATENTS

INVENTOR	REGISTRATION #	FILED	ENTITLED
LEWIS	4,823,995	04/25/89	Container Cap
DUTT/LEWIS ABANDONED	4,930,647	06/05/90	Tamper Indicating Closure System Utilizing Axially Extending Ratchet
DUTT/LEWIS ABANDONED	4,856,665	08/15/89	Tamper Evident Closure With Hook-Like Locking Tabs
LEWIS	4,580,687	04/08/86	Low Profile Dispensing Cap
LEWIS	4,463,869	08/07/84	Tamper Evident Spice Can Lid
LEWIS	4,359,171	11/16/82	Container Cover Locking Assembly
LEWIS	4,280,636	07/28/81	Container Cover Locking Assembly
MENGEU	5,065,908	11/19/91	Dispensing Fitment & Container Therefore
DUTT ABANDONED 10/91/1996	4,844,272	07/04/89	Closure System With Extendable Tamper Band, Bonded To Container
MENGEU	5,111,978	05/12/92	Fitment Retained In Container Closure
DUTT/MENGEU	5,085,333	02/04/92	Tamper Evident Container Overcap Molded In Straight Draw Mold
DUTT/HUDAK	5,088,613	02/18/92	Tamper Evident Closure (Zipper Cap)
DUTT	5,076,475	12/31/91	Container Closure With Pop-Up Spout Fitment
DUTT	5,020,686	06/04/91	Closure For A Resealable Container
DUTT	5,020,682	06/04/91	Closure System (Lock Gap Thd./K.O. Tab)

SCHEDULE B

DUTT ABANDONED	4,986,430	01/22/91	Tamper Evidence Closure With Tear Out Tab Integrally Molded Without Slides
DUTT/MENGEU	5,161,707	11/10/92	Closure With Linerless Seal
DUTT ABANDONED	4,917,253	04/17/90	Container-Closure With Fold Over Projections
DUTT/MENGEU	5,263,606	11/23/93	Squeeze Container With Sonically Welded Flexible Tubular Body And Bottom Cover
MENGEU/DUTT MINKEMEYER/SKAGGS	5,386,929	10/18/93	Improvements In Portion Dispensing Caps
MENGEU/DUTT ZIEGLER	5,388,731	02/14/94	Cap And Dispensing Fitment
MENGEU/DUTT	5,358,130	10/25/94	A One-Piece Container Closure With Lid Held Open For Dispensing
MENGEU	D393,211	04/07/98	16 And 32 Ounce Bottle
CARLILE/EXNER SANDERSON	5,730,337	03/24/98	Interrupted Sifter With Retention Fins
JACKMAN	4,418,843	12/06/83	Single-Mouth Squeeze Bottle Dispensing Container
DIEHL/UTRUP	D402,561	12/15/98	Angled Neck Bottle-Design
→ TRADEMARK	73/730,335	05/23/88	"C" With Sifters Logo
MENGEU/EXNER	5,967,384	10/19/99	Wishbone Dispensing Cap
RICHMOND	6,026,989	02/22/00	Twin Chamber Squeeze Tube
MENGEU/HAND	6,062,441	05/16/00	Two Piece Dispensing Closure
RICHMOND	6,095,359	08/01/00	Molded Plastic Container Closure With Fully Embedded Barrier
MENGEU/HAND	D425,423	05/23/00	Powdered Drink Mix Package- Design

SCHEDULE B

U.S. APPLICATIONS

INVENTOR	APPLICATION #	FILED	ENTITLED
DUTT/MENGEU ABANDONED	07/870,450	04/16/92	No-Clog Closure And Stand For A Dispensing Container
DUTT/MENGEU ABANDONED 8-19-97	08/531,347	08/30/95	Apparatus For Dispensing Flowable Product
RICHMOND	09/499,512	02/07/00	Dual Chamber Ribbon Dispensing Bottle
HAND	09/374,449	08/13/99	Powdered Drink Mix Container
RICHMOND	09/362,757	07/28/99	Fliptop Closure With Integral Scoops