09-11-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9-5-01

Exo-Tech Packaging, L.L.C.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State Delaware
- [ ] Other

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

2. Name and address of receiving party(ies)

Name: BNP Paribas

Internal Address:

Street Address: 1200 Smith Street

City: Houston State: TX Zip: 77002

- [ ] Individual(s) citizenship
- [x] Association Bank
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [ ] Other

SEP - 5 2001

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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: July 31, 2001

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

A. Trademark Application No.(s)
75/442,545

B. Trademark Registration No.(s) 0,621,336
2,413,945

Additional number(s) attached [ ] Yes [x] No

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

Name: Crystal A. Gothard

Internal Address:

Street Address: Patton Boggs LLP
2550 M Street, NW

City: Washington State: D.C. Zip: 20037

6. Total number of applications and registrations involved: ..... 3

7. Total fee (37 CFR 3.41).....$ 90.00

- [ ] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:

50-0709

(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.*

Crystal A. Gothard
Name of Person Signing

Crystal A Gothard
Signature

9/05/01
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/10/2001 LMUELLER 00000160 500709 75442545

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

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of July, 2001, by Exo-Tech Packaging, L.L.C., a Delaware limited liability company ("Grantor"), formerly FPD Acquisition, Inc., a Delaware corporation, in favor of BNP Paribas, a bank organized under the laws of France acting through its Houston, Texas Agency, in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing

security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark listed on Schedule 1 hereto, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Except for litigation described in Section 4.8 of the Loan Agreement, Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign any material interest in, or grant any license under, any material Trademark or enter into any other material agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the material rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing material Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any material Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any material trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor (iii) ensure that all of its material Trademarks are and remain enforceable.

8. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Loan Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms or applicable law, and without any liability for royalties or related charges from Grantee to Grantor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**EXO-TECH PACKAGING, L.L.C.**

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

**BNP PARIBAS,**
as Agent

By: _____
Name: Christopher S. Goodwin
Title: Managing Director

By: _____
Name: **Susan C. Baker**
Title: **Vice President**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**EXO-TECH PACKAGING, L.L.C.**

By: _____
Name: John D. Hawkins
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

**BNP PARIBAS,**
as Agent

By: _____
Name: _____
Title: _____

By: _____
Name: **Susan C. Baker**
Title: **Vice President**

# SCHEDULE I

## TRADEMARK REGISTRATIONS

| Trademark Description | U.S. Registration No. | Date Registered |
|---|---|---|

## TRADEMARK APPLICATIONS

| Trademark Application Description | U.S. Application No. | Date Applied |
|---|---|---|

## COMMON LAW TRADEMARKS

## Registered United States Trademarks and Applications

| Mark | Country | Appl. No./ (Appl. Date) | Reg. No./ (Reg. Date) | Record Owner | Status/Comments |
|---|---|---|---|---|---|
| INSTA-BOWL | USA | 75/442545 (3/2/98) | N/A | International Paper Company | pending application |
| TRIM TOWN (stylized letters) | USA | 71/681222 (2/7/55) | 621336 (2/14/56) | International Paper Company | registered |
| SAFE T STRIP | USA | 75/854107 (11/19/99) | 2413945 (12/19/00) | International Paper Company | registered |

## Common Law Trademarks

| Mark | Country | Appl. No./ (Appl. Date) | Reg. No./ (Reg. Date) | Owner | Status/Comments |
|---|---|---|---|---|---|
| AQUA CRYSTAL | USA | N/A | N/A | International Paper Company | Common Law |
| AQUA CRYSTAL COOL | USA | N/A | N/A | International Paper Company | Common Law |
| ECO-WRAP | USA | N/A | N/A | International Paper Company | Common Law |
| SERVE-N-SEAL | USA | N/A | N/A | International Paper Company | Common Law |
| STA-KOLD | USA | N/A | N/A | International Paper Company | Common Law |

RECORDED: 09/05/2001
TRADEMARK
REEL: 002364 FRAME: 0340