08-28-2002

102204000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

TECHNOLOGIES I, INC. 8-26-02

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State of Delaware
☐ Other

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

2. Name and address of receiving party(ies):

Name: JPMORGAN CHASE BANK

Internal Address:

Street Address: 12875 Josey Lane

City: Dallas State Texas ZIP: 75234

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State of
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:
☐ Yes ☐ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: August 15, 2002

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

A. Trademark Application No(s).

B. Trademark registration No(s).

2,221,535
2,534,404

Additional numbers attached? ☐ Yes ☒ No

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

Name: Andrea Walker
Jenkens & Gilchrist, a Professional Corporation

Internal Address:

Street Address: 1445 Ross Avenue, Suite 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): $ 65.00

☒ Enclosed
☐ Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:

(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.

Andrea Walker — Name of Person Signing
Andrea Walker — Signature
August 20, 2002 — Date

Total number of pages comprising cover sheet: 7

08/28/2002 SHEMPER 00000047 225535
01 FC:481 40.00 OP
02 FC:482 25.00 OP

Dallas2 919465 v 1, 12283.00118

TRADEMARK SECURITY AGREEMENT

WHEREAS, TECHNOLOGIES I, INC., a Delaware corporation ("Grantor"), having an address at P.O. Box 50401, Henderson, Nevada 89016, owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Tufco, L.P. ("Borrower"), Tufco Technologies, Inc., JPMorgan Chase Bank (as assignee of Wachovia Bank, National Association), individually as a bank and as agent for the Banks (as such term is defined in the Security Agreement, as defined below) (in such capacity as agent, the "Secured Party"), having an address at 12875 Josey Lane, Dallas, Texas 75234, and the Banks are parties to that certain Amended and Restated Credit Agreement dated as of August 15, 2002 (as the same may be amended and in effect from time to time, the "Credit Agreement"), which provides for extensions of credit to made to the Borrower by the Banks; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Master Security Agreement dated as of August 15, 2002 (as the same may be amended and in effect from time to time, the "Security Agreement") among Borrower, Parent, Grantor, the other parties signatory thereto and the Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the

TRADEMARK
REEL: 002570 FRAME: 0544

Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 15th day of August, 2002.

Acknowledged:

GRANTOR:

TECHNOLOGIES I, INC.

By: Kathy Manos
Name: Kathy Manos
Title: President

SECURED PARTY:

JPMORGAN CHASE BANK,
as Agent

By: _____
D. Scott Harvey,
Senior Vice President

TRADEMARK
REEL: 002570 FRAME: 0545

Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 15th day of August, 2002.

Acknowledged:

GRANTOR:

TECHNOLOGIES I, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

JPMORGAN CHASE BANK,
as Agent

By: D Scott Harvey
D. Scott Harvey,
Senior Vice President

ACKNOWLEDGMENT

STATE OF TX)
) §.
COUNTY OF DALLAS)

This instrument was acknowledged before me this 15th day of August, 2002, by Kathy MANOS, as President of Technologies I, Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

ROLAND RIOS
Notary Public, State of Texas
My Commission Expires 05-25-05

Notary Public in and for the State of TX

My commission expires: 5/25/05

ACKNOWLEDGMENT

STATE OF _____)
) §.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of August, 2002, by D. Scott Harvey, as Senior Vice President of JPMorgan Chase Bank on behalf of such institution.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) §.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of August, 2002, by _____, as _____ of Technologies I, Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

_____
Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
) §.
COUNTY OF DALLAS)

This instrument was acknowledged before me this 15TH day of August, 2002, by D. Scott Harvey, as Senior Vice President of JPMorgan Chase Bank on behalf of such institution.

{Seal}

SHIRLEY J. KOVACS
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 6-21-2006

Shirley J. Kovacs
Notary Public in ~~and~~ for the State of TEXAS

My commission expires: 6-21-06

Schedule 1
to
Trademark Security Agreement

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Technologies I, Inc.	United States	Double Guard	2,221,535	2/2/99	2/2/2009	Drop-cloths having superimposed plastic and paper layers
Technologies I, Inc.	United States	Execuline	2,534,404	1/29/02	1/29/2012	A premium facial grade bathroom tissue

RECORDED: 08/26/2002
TRADEMARK
REEL: 002570 FRAME: 0549