

09-09-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102215060

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies):

TUFCO TECHNOLOGIES, INC.

9.4.02

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

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

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

Name: JPMORGAN CHASE BANK, as agent

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
- Security Agreement
- Other First Amendment to Trademark Security Agreement
- Merger
- Change of Name

Execution Date: August 15, 2002

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

A. Trademark Application No(s).

B. Trademark registration No(s).

1,297,621

Additional numbers attached? Yes No

FINANCE SECTION
RECORDS
- 11 AM 9:17

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

Name: Andrea Walker
Jenkins & 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: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- 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 30, 2002
Date

Total number of pages comprising cover sheet: 7

09/06/2002 TDIAZ1 00000057 1297621
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TRADEMARK
REEL: 002577 FRAME: 0209

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), dated as of August 15, 2002, is between TUFKO TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and JPMORGAN CHASE BANK, as agent for the Banks under the Credit Agreement (herein defined) (in such capacity, the "Agent").

RECITALS:

A. Tufco, L.P. ("Borrower"), Grantor, Chase Bank of Texas, National Association (now JPMorgan Chase Bank) and First Union National Bank (now Wachovia Bank, National Association), as agent for the lenders named therein (the "Prior Agent"), entered into that certain Credit Agreement dated as of August 28, 1998 (such agreement as amended by that certain First Amendment to Credit Agreement dated as of December 18, 1998, that certain Second Amendment to Credit Agreement dated as of July 10, 2000, that certain Waiver and Third Amendment to Credit Agreement dated as of May 15, 2001, that certain Waiver, Consent and Fourth Amendment dated as of April 19, 2002, that certain Fifth Amendment to Credit Agreement dated as of May 22, 2002 and that certain Sixth Amendment to Credit Agreement dated as of July 29, 2002, the "Prior Credit Agreement").

B. To secure the payment and performance of all of Borrower's obligations, indebtedness and liabilities arising under the Prior Credit Agreement: (i) Grantor and the Prior Agent entered into that certain Trademark Security Agreement dated as of August 28, 1998, filed with the Patent and Trademark Office on October 13, 1998 at Reel 1802, Frame 0185 (the "Agreement"), (ii) Borrower and the Prior Agent entered into that certain Security Agreement dated August 28, 1998 (the "Prior Borrower Security Agreement") and (ii) Grantor and the other parties signatory thereto entered into that certain Guarantor Security Agreement dated August 28, 1998 (the "Prior Guarantor Security Agreement", and the Prior Borrower Security Agreement and the Prior Guarantor Security Agreement herein, the "Prior Security Agreements").

C. Pursuant to that certain Assignment and Acceptance dated August 15, 2002 and that certain Assignment of Liens dated August 15, 2002 (collectively, the "Wachovia Assignments"): (i) Wachovia Bank, National Association (formerly First Union National Bank) both as the Prior Agent and individually as a bank assigned to JPMorgan Chase Bank all of its rights, title and interest in, among other things, the Prior Credit Agreement, the Prior Security Agreements and the Agreement; (ii) the Prior Agent resigned as agent for the banks named in the Prior Credit Agreement; and (iii) JPMorgan Chase Bank was appointed agent under the Prior Credit Agreement.

D. Borrower, Grantor, the banks parties thereto (the "Banks") and JPMorgan Chase Bank (as assignee of Wachovia Bank, National Association), individually as a bank and as agent for the Banks are entering into that certain Amended and Restated Credit Agreement dated August 15, 2002, which amends and restates the Prior Credit Agreement in its entirety but does not extinguish the indebtedness outstanding thereunder (such agreement, as it may hereafter be amended or otherwise modified from time to time, being hereafter referred to as the "Credit Agreement").

E. In light of the Wachovia Assignments and the other transactions described above, Grantor and Agent now desire to modify the Agreement as herein set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows effective as of the date hereof unless otherwise indicated:

ARTICLE 1.

Amendment

Section 1.1 Amendment to the Recitals. The first three paragraphs of the Agreement are amended and restated in their entirety to read as follows:

WHEREAS, TUFECO TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), having an address at 4800 Simonton Road, Dallas, Texas 75244, 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, 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);

ARTICLE 2.

Miscellaneous

Section 2.1 Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. Grantor and the Agent agree that the Agreement as amended hereby shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

Section 2.2 Reference to Agreement. Each of the Loan Documents, including the Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Agreement as amended hereby, are hereby amended so that any reference in such Loan Documents to the Agreement shall mean a reference to the Agreement as amended hereby.

Section 2.3 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 2.4 Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America.

Section 2.5 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Agent and Grantor and their respective successors and assigns, except Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Agent.

Section 2.6 Counterparts. This Amendment may be executed in one or more counterparts and on telecopy counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

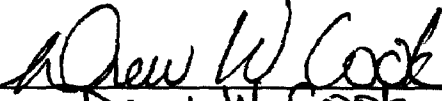
Section 2.7 Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

Section 2.8 ENTIRE AGREEMENT. THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

Executed as of the date first written above.

GRANTOR:

TUFCO TECHNOLOGIES, INC.

By: 
Name: Drew W Cook
Title: CAO

AGENT:

JPMORGAN CHASE BANK, as agent

By: _____
D. Scott Harvey
Senior Vice President

Section 2.3 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 2.4 Applicable Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America.

Section 2.5 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Agent and Grantor and their respective successors and assigns, except Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Agent.

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Executed as of the date first written above.

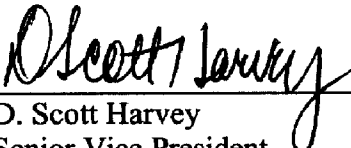
GRANTOR:

TUFCO TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

AGENT:

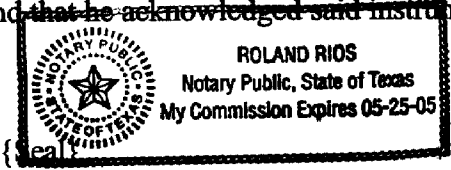
JPMORGAN CHASE BANK, as agent

By:  _____
D. Scott Harvey
Senior Vice President

ACKNOWLEDGEMENT

STATE OF TX)
COUNTY OF DALLAS) ss.

On the 15th day of August, 2002 before me personally appeared Drew W. Coofie, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CAO of Tufco Technologies, Inc., who being by me duly sworn, did depose and say that he is CAO of Tufco Technologies, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and ~~that he acknowledged said instrument to be the free act and deed of said corporation.~~



[Signature]
Notary Public

My commission expires: 5/25/05

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss.

On the ____ day of _____, 2002 before me personally appeared D. Scott Harvey, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Senior Vice President of JPMorgan Chase Bank (the "Bank"), who being by me duly sworn, did depose and say that he is Senior Vice President of the Bank, the Bank described in and which executed the foregoing instrument; that the said instrument was signed on behalf of the Bank by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of the Bank.

{Seal} _____
Notary Public

My commission expires: _____

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2002 before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as _____ of Tufco Technologies, Inc., who being by me duly sworn, did depose and say that he is _____ of Tufco Technologies, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

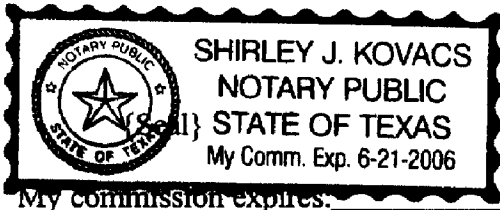
Notary Public

My commission expires: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On the 15th day of August, 2002 before me personally appeared D. Scott Harvey, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Senior Vice President of JPMorgan Chase Bank (the "Bank"), who being by me duly sworn, did depose and say that he is Senior Vice President of the Bank, the Bank described in and which executed the foregoing instrument; that the said instrument was signed on behalf of the Bank by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of the Bank.



My commission expires: _____

Shirley J. Kovacs
Notary Public