

04-23-2003

4/23/03

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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102430245

U.S. DEPARTMENT OF COMMERCE
U.S. 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):
Wexxar Packaging, Inc.

4.77.03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State British Columbia
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Amended Restated Trademark License Security

Execution Date: February 27, 2003

2. Name and address of receiving party(ies)

Name: Promach, Inc.
 Internal North Park Town Center, Suite 1110
 Address: _____
 Street Address: 1000 Abernathy Road
 City: Atlanta State: Georgia Zip: 30328

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

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)

B. Trademark Registration No.(s)

1,911,124 1,404,636

Additional number(s) attached Yes No

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

Name: Tammy S. Settle

Internal Address: _____

Vedder, Price, Kaufman & Kammholz

Street Address: 222 N. LaSalle St., 24th Floor

City: Chicago State: IL Zip: 60601

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
(Charge any deficiencies or credit any overpayment to the acct)

8. Deposit account number:
22-0259

(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.

Tammy S. Settle

Tammy S. Settle
Signature

April 21, 2003
Date

Name of Person Signing

14

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

04/23/2003 TBI AZ1 00000076 220259 1911124

01 FC:8521 40.00 CH
02 FC:8522 25.00 CH

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

TRADEMARK
REEL: 002716 FRAME: 0637

THIS AGREEMENT IS SUBJECT TO THE SUBORDINATION PROVISIONS CONTAINED IN THAT CERTAIN SECOND AMENDED AND RESTATED ASSIGNMENT AND SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 27, 2003 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") AMONG PRO MACH, GRANTOR AND AGENT (EACH AS DESCRIBED BELOW) AND THE OTHER PARTIES NAMED THEREIN.

AMENDED AND RESTATED TRADEMARK AND LICENSE SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK AND LICENSE SECURITY AGREEMENT (the "Agreement") dated as of February 27, 2003 made by WEXXAR PACKAGING INC., a British Columbia corporation (the "Wexxar Canada" or the "Grantor"), and PRO MACH, INC., a Delaware corporation (together with its successors, transferees and permitted assigns, "Pro Mach").

RECITALS

A. Pro Mach, Belcor Industries Inc., a British Columbia corporation ("Belcor Canada"), Wexxar Packaging Machinery Ltd., a British Columbia corporation ("Old Wexxar Canada"), Dekka Industries Inc., a British Columbia corporation ("Dekka"), Orion Canada Packaging Canada Inc., a Canada corporation ("Orion Canada"), certain other Subsidiaries of Pro Mach, LaSalle Bank National Association (together with any successors thereto, "Agent"), and various financial institutions (the "Banks") entered into that certain Amended and Restated Credit Agreement, dated as of June 11, 1999 (as heretofore amended, restated or otherwise modified, the "Previous Credit Agreement").

B. Pro Mach made certain intercompany loans (collectively, the "Intercompany Loans"), which loans were funded by the Banks under the Previous Credit Agreement, to Old Wexxar Canada to finance the Wexxar Canada Acquisition and Belcor Canada Acquisition and to pay related fees and expenses, and to Orion Canada to finance the Orion Canada Acquisition and to pay related fees and expenses.

C. In connection with, and to secure in part, the Intercompany Loans, Belcor Canada executed and delivered to Pro Mach that certain Trademark and License Security Agreement dated as of January 24, 2000 between Belcor Canada and Pro Mach (as heretofore amended, restated or otherwise modified, the "Previous Trademark Security Agreement").

D. Old Wexxar Canada, Belcor Canada and Dekka were amalgamated to form Grantor effective January 1, 2003 (the "Wexxar Canada Amalgamation"), and, pursuant to the Wexxar Canada Amalgamation, Grantor has succeeded to all of the obligations of Old Wexxar Canada, Belcor Canada and Dekka, including, without limitation, under the Previous Credit Agreement, the other Loan Documents, the Intercompany Loans and the Previous Trademark Security Agreement.

E. The Grantor and Pro Mach desire to amend and restate the Previous Trademark Security Agreement upon the terms and conditions set forth herein.

F. Pro Mach, Grantor and Pro Mach's other Subsidiaries (collectively, the "Borrowers" and, individually, each a "Borrower"), the Banks and Agent have entered or will enter into that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as may be amended, restated or otherwise modified, the "Credit Agreement") which amends and restates the Previous Credit Agreement.

G. Grantor has received and will in the future receive material direct and indirect benefits from the financial accommodations extended under the Credit Agreement. The Agent and Banks require, as a condition to entering into the Credit Agreement, that Grantor shall have executed and delivered this Agreement. Pro Mach has assigned or will assign its rights hereunder to Agent, for its benefit and the benefit of the Banks, pursuant to the terms of the Subordination Agreement.

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

1. Defined Terms.

(i) When used herein, (a) capitalized terms which are not otherwise defined herein (including, without limitation, in the recitals hereto) have the meanings assigned thereto in the Credit Agreement; and (b) the following terms have the following meanings (such meanings to be applicable to both the singular and plural forms of such terms):

"Belcor Canada Acquisition" means the purchase of 100% (directly or indirectly) of the issued and outstanding stock of Belcor Canada, Dekka and Devena Investments Ltd., a British Columbia corporation, by Old Wexxar Canada.

"Collateral" has the meaning given to it in Section 2.

"Default" means the occurrence of a Default under the Note.

"Guaranty" means that certain Amended and Restated Guaranty of Wexxar Packaging Inc., dated as of the date hereof, given by Grantor in favour of Pro Mach, pursuant to which, among other things, Grantor has guaranteed payment and performance of certain of the Intercompany Loans.

"Lender Parties" means (i) each Bank, and (ii) any Affiliate of a Bank which is a party to a Hedging Agreement with any one or more of the Borrowers.

"Liabilities" means the Intercompany Loans and all obligations (monetary or otherwise) of Grantor howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, which arise out of or in connection with this Agreement, the Guaranty, the Note, the Subordination Agreement, the

other Subordination Loan Documents or any document or instrument executed in connection herewith or therewith.

“Note” means that certain Second Amended and Restated Subordinated Promissory Note, date of even date herewith, issued by Grantor in favor of Pro Mach.

“Orion Canada Acquisition” means the acquisition by Orion Canada of substantially all of the assets of Orion Packaging Inc., a Canada corporation.

“Subordinated Loan Documents” has the meaning given to such term in the Subordination Agreement.

“Subordination Agreement” has the meaning given to such term in the first paragraph on page 1 hereof.

“Wexxar Canada Acquisition” means the acquisition directly or indirectly by 572869 British Columbia Ltd., a British Columbia corporation (“572869 Ltd.”) of all of the capital stock of The Wexxar Corporation, an Illinois corporation (“Wexxar Illinois”), Wexxar Holding Corporation, a British Columbia corporation (“Wexxar Holding”) and Wexxar Packaging Machinery Ltd., a British Columbia corporation (“Wexxar Packaging”; subsequent to such acquisition 572869 Ltd. and Wexxar Packaging were amalgamated to form Old Wexxar Canada).

(ii) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

(iv) Except as otherwise specifically provided herein, reference in this Agreement to any agreement or any other document shall be deemed to include references to the same as varied, amended, supplemented, restated or replaced from time to time, now or hereafter, and reference in this Agreement to any enactment, including, without limitation, any statute, law, by-law, regulation, ordinance or order, shall be deemed to include references to such enactment as re-enacted, amended or extended from time to time, now or hereafter.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, the Grantor hereby grants to Pro Mach a security interest, having priority over all other security interests (other than Liens granted to Agent and the Lender Parties or Permitted Liens) with power of sale (to the extent permitted by applicable law) in all of the Grantor’s interest in now owned or existing and hereafter acquired or arising (collectively, the “Collateral”):

(i) trademarks, registered trademarks and trademark registrations, trade names, service marks, registered service marks and service mark registrations, including, without limitation, the registered trademarks and registered service marks listed on Schedule A, and

(a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks and registered service marks together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of the Grantor's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark registrations, trade names, service marks, registered service marks and service mark registrations, whether the Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Pro Mach's rights under the Loan Documents (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of Pro Mach, the Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Pro Mach in the Grantor's rights under such license agreement.

3. Restrictions on Future Agreements. The Grantor will not, without Pro Mach's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Pro Mach under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of the Grantor's business.

4. New Trademarks and Licenses. The Grantor represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by the Grantor. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall notify Pro Mach in writing (with reasonable detail) of such changes once every six months; provided that the Grantor shall, within five (5) days of approval, notify Pro Mach and provide Pro Mach with copies of all relevant documents relating to the approval of an application for a domestic Trademark by the United States Patent and Trademark Office. The Grantor hereby authorizes Pro Mach to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this

Section 4, and (b) filing with the Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, the Grantor hereby agrees that Pro Mach's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Pro Mach actually amends Schedule A and Schedule B.

5. Royalties. The Grantor hereby agrees that the use by Pro Mach of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Pro Mach to the Grantor.

6. Nature and Continuation of Pro Mach's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Liabilities have been paid in full and the Credit Agreement terminated. At such time, the rights granted to Pro Mach hereunder shall also terminate.

7. Right to Inspect; Further Assignments and Security Interests. Pro Mach shall have the right at any reasonable time and from time to time, to inspect the premises and to examine the books, records, and operations of the Grantor relating to the Trademarks and the Licenses, including, without limitation, the Grantor's quality control processes; provided, that in conducting such inspections and examinations, Pro Mach shall use reasonable efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. From and after the occurrence of, and during the continuance of, a Default, the Grantor agrees that Pro Mach or a conservator appointed by Pro Mach, shall have the right to establish such reasonable additional product quality controls as Pro Mach or such conservator, in its sole judgement, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks or the Licenses. The Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Pro Mach, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Pro Mach.

8. Duties of Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business and consistent with the Grantor's current business practices or the Grantor's commercially reasonable business judgment: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make applications for trademarks and service marks as the Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of the Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Grantor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application

therefor and which is or shall be, in the Grantor's commercially reasonable business judgement, necessary or economically desirable in the operation of the Grantor's business. Pro Mach shall not have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Pro Mach shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Pro Mach's option during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Liabilities secured hereby.

9. Pro Mach's Right to Sue. Only from and after the occurrence and during the continuance of a Default, Pro Mach shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Pro Mach shall commence any such suit, the Grantor shall, at the request of Pro Mach, do any and all lawful acts and execute any and all proper documents required by Pro Mach in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse and indemnify Pro Mach for all costs and reasonable expenses incurred by Pro Mach in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Pro Mach is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Liabilities secured hereby.

10. Waivers. No course of dealing between the Grantor and Pro Mach, and no failure to exercise or delay in exercising on the part of Pro Mach any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver of any of Pro Mach's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under any of the other Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Pro Mach's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, Pro Mach may exercise any of the rights and remedies provided in this Agreement and any of the other Loan Documents. Without limiting the foregoing, the Grantor acknowledges and agrees that from and after the occurrence and during the continuance of a Default, Pro Mach or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of the Grantor's business.

12. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted under this Agreement to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended except in connection with the ongoing business to which such trademark or service mark pertains.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Pro Mach's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Grantor hereby irrevocably appoints Pro Mach as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise to carry out the acts described below. Only upon the occurrence and during the continuance of a Default, the Grantor hereby authorizes Pro Mach to, in its sole discretion, (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Pro Mach in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Pro Mach deems are in its best interests, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Pro Mach shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of the Grantor's business connected with the use of, and symbolized by, such Trademarks. The Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6 hereof. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Pro Mach under the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Pro Mach shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

16. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of Pro Mach and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Pro Mach.

17. Governing Law. This Agreement shall be and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, subject, however, to the applicability of the UCC of any jurisdiction in which any Collateral may be located or deemed located at any given time.

18. Attornment. The parties to this Agreement attorn to the non-exclusive jurisdictions of British Columbia and Illinois.

19. Jury Trial. THE GRANTOR AND PRO MACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

20. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

23. Right of Recordal of Security Interest. Pro Mach shall have the right, but not the obligation, at the expense of the Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Pro Mach, and Pro Mach shall advise the Grantor of such recordals. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, the Grantor shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Grantor. Pro Mach and the Grantor shall cooperate to effect all such recordals hereunder.

24. Acknowledgment and Assignment. In connection with the Credit Agreement, Pro Mach has irrevocably granted, assigned, transferred and set over unto Agent, all of Pro Mach's rights, title and interest in and to this Agreement and any interrelated documentation, including without limitation, the right to collect all amounts due thereunder. Grantor hereby consents to such assignment.

25. Subordination. Notwithstanding anything to the contrary set forth in this Agreement, the Security Interest, any other Lien, any right of setoff and any other rights in respect of the Collateral granted to Pro Mach in this Agreement or related agreements, instruments or documents, are subordinated in all respects to the Liens and other rights of the Agent and/or any one or more of the Lender Parties in and to such Collateral, pursuant to the terms of the Subordination Agreement. All indebtedness and other obligations of Grantor in

favour of Pro Mach under this Agreement are subordinated in right of payment to the Senior Indebtedness (as defined in the Subordination Agreement) pursuant to the Subordination Agreement.

26. Effect of Agreement. This Agreement shall become effective, and shall amend and restate the Previous Trademark Security Agreement, upon the execution of this Agreement by Pro Mach and the Grantor; and from and after such effective time, (i) all references made to the Previous Trademark Security Agreement in the Loan Documents or in any other instrument or document executed and/or delivered pursuant thereto or in connection therewith shall, without more, be deemed to refer to this Agreement (as may hereafter be amended, supplemented, restated or otherwise modified from time to time), (ii) all references to Old Wexxar Canada, Belcor Canada and Dekka in the Loan Documents, or in any other instrument or document executed and/or delivered pursuant thereto, shall, without more, be deemed to refer to Grantor, unless the context otherwise requires, and (iii) the Previous Trademark Security Agreement shall be deemed amended and restated in their entirety hereby. Grantor acknowledges that the obligations secured under the Previous Trademark Security Agreement have not been satisfied but instead have become part of the Liabilities hereunder.

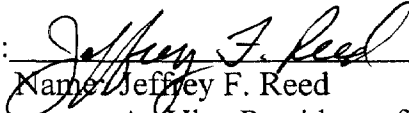
[SIGNATURE PAGE FOLLOWS]

*Signature Page to Amended and Restated Trademark and License Security Agreement—
Wexxar Canada*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

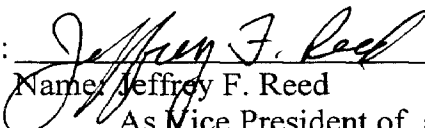
GRANTOR:

WEXXAR PACKAGING INC.
a British Columbia corporation

By: 
Name: Jeffrey F. Reed
As Vice President of, and
intending to legally bind, the
above corporation

PRO MACH:

PRO MACH, INC.,
a Delaware corporation

By: 
Name: Jeffrey F. Reed
As Vice President of, and
intending to legally bind, the
above corporation

STATE OF GEORGIA

COUNTY OF GWINNETT

On this 27th day of February, 2003, before me, the undersigned, a Notary Public for the State of Georgia, personally appeared Jeffrey F. Reed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as Vice President of the corporation named therein, and acknowledged to me that he executed the same as his voluntary act on behalf of such corporation with authority to do so for the purposes therein set forth.

Notary Public



My commission expires: ~~My Commission Expires February 6, 2004~~ Notary Public, Gwinnett County, Georgia

SCHEDULE A
to Amended and Restated Trademark and License Security Agreement

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Jurisdiction</u>	<u>Ownership</u>
FAST PACK	1,911,124	U.S.	Belcor Industries Inc. ¹
WEXXAR	1,404,636	U.S.	Western Packaging Systems Ltd.

¹ Legal title is held in the name of The Stanley Works; beneficial title is held by Belcor Industries Inc. pursuant to an Assignment Agreement dated December 27, 1996 between The Stanley Works and Belcor Industries Inc., which assignment was recorded on June 18, 1997.

SCHEDULE B
to Amended and Restated Trademark and License Security Agreement

LICENSES

None.