

05-20-2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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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):

ECLIPSE PACKAGING, INC.

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

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

2. Name and address of receiving party(ies)

Name: HELLER FINANCIAL, INC., AS AGENT

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 5/9/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2597694

2575957

Additional number(s) attached Yes No

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

Name:

Inte Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005

Street Address:

City: State: Zip:

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

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sharon S. Patterson Name of Person Signing

Sharon S. Patterson Signature

5/15/03 Date

Total number of pages including cover sheet, attachments, and document: 7

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

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), made as of the 9th day of May, 2003, by and between ECLIPSE PACKAGING, INC., a North Carolina corporation (the "Company"), and HELLER FINANCIAL, INC., as agent ("Agent") for its own benefit and the benefit of the Lenders (as such term is defined in the Credit Agreement, defined below).

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement dated as of November 19, 1999, among Flexsol Packaging Corp., formerly known as FlexSol Operating Company and before that as Delta Essex Holding Company, a Delaware corporation (the "Borrower"), Agent and the financial institutions parties thereto as lenders (as the same has been amended or otherwise modified to the date hereof, including without limitation pursuant to the terms of that certain Consent, Waiver and Amendment No. 4 to Credit Agreement of even date herewith among Borrower, Agent and Lenders (the "Amendment") and as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to make certain loans to the Borrower, and to extend certain other financial accommodations to or for the benefit of the Borrower; and

WHEREAS, to induce Agent and Lenders to execute and deliver the Amendment, the Company executed and delivered to Agent (i) by joinder thereto, a certain Continuing Guaranty dated as of November 19, 1999 (as amended or otherwise modified from time to time, the "Continuing Guaranty"), and (ii) by joinder thereto, a certain Security Agreement dated as of December 3, 2001 (as amended or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, the Company has granted in favor of Agent a security interest in certain of the Company's assets, including, without limitation, the Trademarks (as defined below);

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 Company and Agent agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, including meanings given by incorporation.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the payment, performance and observance and satisfaction of the Secured Obligations, the Company hereby grants to Agent, for the benefit of Agent and the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Company's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising 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, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to 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 and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Company's business connected with the use of and symbolized by the Trademarks (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. New Trademarks. The Company represents and warrants that the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by the Company. If, before the Secured Obligations shall have been satisfied in full and the Security Agreement has been terminated, the Company shall obtain any new federally registered Trademarks, the Company shall give Agent prompt written notice thereof. The Company hereby agrees that, upon Agent's written request, the Company will execute and deliver to Agent one or more supplements to this Trademark Security Agreement, each in form and content substantially similar to this Trademark Security Agreement, in respect of any and all new federally registered Trademarks owned by the Company.

4. Term. The term of the security interests granted herein shall extend until the Secured Obligations have been paid in full and the Security Agreement has been terminated in accordance with its terms.

5. Effect on Other Agreements; Cumulative Remedies. The Company acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement, the Continuing Guaranty or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Trademarks, whether established hereby by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

6. Binding Effect; Benefits. This Trademark Security Agreement shall be binding upon the Company and its respective successors and assigns, and shall inure to the benefit of the Agent and its successors and assigns.

7. APPLICABLE LAW; SEVERABILITY. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS

(AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS TRADEMARK SECURITY AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS TRADEMARK SECURITY AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS TRADEMARK SECURITY AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first above written.

ECLIPSE PACKAGING, INC.

By David Schaefer
Its Via President, CFO, Secretary & Treasurer

Accepted and Agreed
to as of the date first written above:

HELLER FINANCIAL, INC., as Agent

By _____
Its _____


IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first above written.

ECLIPSE PACKAGING, INC.

By _____
Its _____

Accepted and Agreed
to as of the date first written above:

HELLER FINANCIAL, INC., as Agent

By  _____
Its *Duly Authorized Signatory* _____

SCHEDULE A

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Serial/Registration No.	Date Registered
Eclipse Packaging, Inc.	76-269,172/2,597,694	7/23/02
Stylized representation of solar eclipse	76-268,848/2,575,957	6/4/02

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied
None.		