

5-20-03

RECORDATION FOR TRADEMARKS



by thereof.

To the Honorable Commissioner of Patents and Trademarks: Please rec

1. Name of conveying party(ies): Plassein International of Thomasville, Inc. f/k/a Rex International, Inc. [] Individuals [] Association [] General Partnership [] Limited Partnership [X] Corporate-State North Carolina [] Other

2. N Name: 102451981 Fleet Capital Corporation Internal Address: Street Address: 300 Galleria City: Atlanta State GA ZIP 30339

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

[] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Rhode Island [] Other

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: May 14, 2003

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

4. Application number(s) or patent number(s): A. Trademark Application No(s) None B. Trademark Registration No.(s) 1. 1,356,584 (8/27/85) Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Judy Radoccia Internal Address: Edwards & Angell, LLP Street Address: 101 Federal Street City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 1 7. Total fee (37 CFR 3.41) \$40.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit Account Number: (Attach duplicate copy of this page if paying by deposit account)

05/20/2003 DBYRNE 00000125 1336584 01 40.00 DP

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.

Judy Radoccia Name of Person Signing Signature Date 5/19/03

Total number of pages including cover sheet, attachments, and document 6

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

U:\CJ\FORMS\1594

**SECURITY AGREEMENT
(Trademarks)**

STATE OF MASSACHUSETTS)
)
 COUNTY OF SUFFOLK) ss.:

WHEREAS, PLASSEIN INTERNATIONAL OF THOMASVILLE, INC., formerly known as Rex International, Inc., a North Carolina corporation, a debtor and a debtor-in-possession in Case No. 03-11489 et seq. pending under Chapter 11 of the Bankruptcy Code filed in the United States Bankruptcy Court for the District of Delaware (collectively and individually as such, the "Assignor"), has adopted, used and is using marks which are the subject of registrations or pending applications in the United States Patent and Trademark Office as set forth on **Schedule A** (collectively, the "Trademarks");

WHEREAS, the Assignor is the sole owner or a licensee of the entire right, title and interest in and to the Trademarks;

WHEREAS, the Assignor has entered into a Debtor-in-Possession Revolving Loan, Security and Guaranty Agreement dated as of May 14, 2003 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"; unless otherwise defined herein, capitalized terms are used herein as defined in the Loan Agreement), by and among Assignor, Plassein International Corp., a Delaware corporation, Plassein International of Salem, Inc., a Massachusetts corporation, Plassein International of Martin, Inc., a Michigan corporation, Plassein International of Spartanburg, Inc., a Delaware corporation, and Plassein International of Ontario, LLC, a Delaware limited liability company; each as a debtor and a debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (collectively, the "Borrowers" and each individually, a "Borrower"); Plassein International of Newmarket, Inc., an Ontario corporation (the "Canadian Debtor"); Vizo-Bag Limited, an Ontario corporation; Teno Films, Incorporated, a North Carolina corporation, as a debtor and a debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (the "Guarantor"), the financial institutions from time to time party thereto as Lenders, Fleet Capital Corporation, as Administrative Agent, Heller Financial, Inc., as Syndication Agent, and Wachovia Bank, National Association, as Documentation Agent, pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor;

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Administrative Agent, for its benefit as Administrative Agent and the benefit of the Lenders and Fleet National Bank, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):

(a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the

business symbolized by the trademarks;

(b) licenses of the foregoing, whether as licensee or licensor;

(c) renewals thereof;

(d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing;

(f) all rights corresponding to any of the foregoing throughout the world; and

(g) all proceeds of and accessions to any and all of the foregoing, to secure the payment and performance of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and grant to the Administrative Agent, for its benefit as Administrative Agent and the benefit of the Lenders and Fleet National Bank, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Obligations. The Obligations are also secured by the Trademark Collateral pursuant to the Orders.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signatures appear on following page]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of May 14, 2003.

PLASSEIN INTERNATIONAL OF THOMASVILLE, INC. (formerly known as Rex International, Inc.), as debtor and debtor-in-possession

[Corporate Seal]

By: [Signature]
V. M. Philbrook
President

STATE OF Virginia)
COUNTY OF Suffolk) ss.:

On this 15th day of May 2003 before me personally came V. M. Philbrook to me known, who, being by me duly sworn, did depose and say that he/she is President of Plassein International of Thomasville, Inc., formerly known as Rex International, Inc., that he/she signed the foregoing instrument on behalf of said entity as debtor and debtor-in-possession by his authority duly given, and that he/she acknowledged said instrument in writing to be the act and deed of said entity.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 7/17/2003

**SCHEDULE A
(Trademarks)**

Registered Trademarks

Trademark	Registration Number	Registration Date
"Teno Spin"	1,356,584	8/27/85