

5-20-03

RECORDATION OF TRADEMARK

05-20-2003



its or copy thereof. y(ies):

102451982

To the Honorable Commissioner of Patents and Trademarks: I

1. Name of conveying party(ies): 5-20-03

Plassein International Corp. f/k/a Plassein Packaging Corp.

- Individuals Association
General Partnership Limited Partnership
[X] Corporate-State Delaware
Other

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

3. Nature of conveyance:

- Assignment Merger
[X] Security Agreement Change of Name
Other

Execution Date: May 14, 2003

Name: Fleet Capital Corporation

Internal Address:

Street Address: 300 Galleria

City: Atlanta State GA ZIP 30339

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

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)

- 1. 76/325,424 (10/15/01)
2. 76/325,405 (10/15/01)
3. 76/319,137 (9/28/01)

B. Trademark Registration No.(s)

- 1. 2,666,057 (12/24/02)
2. 2,680,175 (1/28/03)

Additional numbers attached? Yes 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 5

7. Total fee (37 CFR 3.41)..... \$140.00

- [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 00000124 76325424

DO NOT USE THIS SPACE

FC-10521 40.00 OP
FC-10522 100.00 OP

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

5/19/03
Date

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

**SECURITY AGREEMENT
(Trademarks)**

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

WHEREAS, PLASSEIN INTERNATIONAL CORP., formerly known as Plassein Packaging Corp., a Delaware corporation, a debtor and a debtor-in-possession in Case No. 03-11489 *et seq.* pending under Chapter 11 of the Bankruptcy Code 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 of Martin, Inc., a Michigan corporation, Plassein International of Salem, Inc., a Massachusetts corporation, Plassein International of Thomasville, Inc., a North Carolina 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]

**SCHEDULE A
(Trademarks)**

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
"The New Way to Think Film"	2,666,057	12/24/02
"Plassein International"	2,680,175	1/28/03

Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
"Plassein International"	76/325,424	10/15/01
"Plassein International (and Design)"	76/325,405	10/15/01
"Plassein International (and Design)"	76/319,137	9/28/01

Judy Radoccia
Direct Dial: (617) 951-2266
E-Mail: jradoccia@ealaw.com

May 19, 2003

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

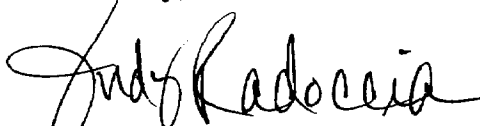
Re: Security Interest in Trademark Registrations/Applications

Dear Sir or Madam:

Enclosed for recordation are (i) the Trademark Security Agreement from Plassein International Corp., f/k/a Plassein Packaging Corp., to Fleet Capital Corporation (ii) the Trademark Recordation Form Cover Sheet, and (iv) a check made payable to the Commissioner of Patents and Trademarks in the amount of \$140.00, which I understand to be the correct filing fee.

Please date-stamp the enclosed photocopy of this letter and application and return them to me in the self-addressed FedEx envelope provided for your convenience. Feel free to call me at (617) 951-2266, if you have any questions or require further information. Thank you for your assistance with this matter.

Sincerely,



Judy Radoccia
Legal Assistant

Enclosures

cc: Faith Kaliski, Esq.