

RG



RECORD NO. 102487364

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2. 1005
 Atlantis Plastic Films, 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: General Electric Capital
Internal Corporation
 Address: _____
 Street Address: 500 W. Monroe Street
 City: Chicago State: IL Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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: 12/27/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s) 1251658;
1224250; 1859167; 2313280

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Sharon Patterson
 Internal Address: _____

Street Address: Goldberg Kohn
55 E. Monroe Street, 37th Floor
 City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 145.00
 Enclosed (previously submitted)
 Authorized to be charged to deposit account

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.

Sharon Patterson Sharon Patterson 06/27/03
 Name of Person Signing Signature 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

2-10-03

February 7, 2003

02-10-2003



102361744

maisha.gibson@goldbergkohn.com
direct phone: 312.201.3863
direct fax: 312.863.7873

VIA UNITED STATES EXPRESS MAIL

Commissioner of Patents & Trademarks
1213 Jefferson Davis Highway
Crystal Gateway 4
Arlington, VA 22202

Re: **Recordation of Trademark Security Agreement - Atlantis Plastic Films, Inc.**

Dear Sir or Madam:

Enclosed are the following documents:

- 1) Recordation Form Cover Sheet for Trademarks;
- 2) Trademark Security Agreement – Atlantis Plastic Films, Inc. in favor of General Electric Capital Corporation;
- 3) Certificate of Express Mail under 37 CFR 1.10;
- 4) Self-stamped/addressed postcard noting filing; and
- 5) Check in the amount of \$115.00 to record 4 Trademarks.

Please stamp and return the self-addressed, stamped postcard acknowledging your receipt of the enclosed documents. If you have any questions regarding the above, you may contact me at the number listed above.

Very truly yours,

Maisha Gibson
Legal Assistant

MG/rdj

Enclosures

cc: Rachel Gena Chiss, Esq. (w/encl.)

02/10/2003 DBYRNE 00000168 1251658

01 FC:8521	40.00 OP
02 FC:8522	75.00 OP

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2002, by Atlantis Plastic Films, Inc., a Delaware corporation ("Grantor"), in favor of General Electric Capital Corporation, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Atlantis Molded Plastics, Inc., Atlantis Films, Inc., Rigal Plastics, Inc., Atlantis Plastics Injection Molding, Inc., Pierce Plastics, Inc., Extrusion Masters, Inc. ("Borrowers"), Grantor, the other Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.
2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all registrations, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided, however, the Trademark Licenses shall not includes any licenses or other contracts to the extent that the granting of a security interest therein would constitute a breach thereof or is prohibited thereby and such breach or prohibition is not ineffective under Sections 9-406(d), 9-407, 9-408 or 9-409 of the Code; provided, further (x) all Accounts arising under such licenses or other contracts shall be included in the Collateral and (y) the Collateral shall include all payments and other property received or receivable in connection with any sale or other disposition of such licenses or other contracts

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement and the security interests granted herein secure the same obligations as the security interests granted pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATLANTIS PLASTIC FILMS, INC.

By: _____

Name: Paul G. Saari

Title: Senior Vice President of Finance & CFO

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____

Name: _____


Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATLANTIS PLASTIC FILMS, INC.

By: _____
Name: _____
Title: _____

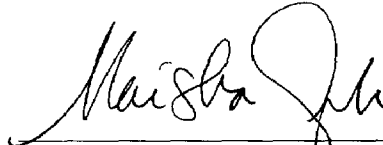
ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: Rainer Zeck
Title: Duly Authorized Signatory

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

“Express Mail” Mailing Label Number: ⁸⁵ EL 8736333~~1~~ US
Date of Deposit: February 6, 2003

I hereby certify that the enclosed Trademark Security Agreement with the Recordation Form for Trademarks is being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, 1213 Jefferson Davis Highway, Crystal Gateway 4, Arlington, Virginia 22202-3513.



Maisha Gibson

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

TRADEMARK REGISTRATIONS

<u>Mark Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
Miscellaneous Design	1251658	11/20/83
Linear-X	1224250	1/18/83
Pro-Label	1859167	10/18/94
Sta-Dri	2313280	3/26/97

TRADEMARK APPLICATIONS

<u>Application Description</u>	<u>Application No.</u>	<u>Application Date</u>
None		

TRADEMARK LICENSES

None.