

10-22-2003

SUBSTITUTE FORM PTO 1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102580715

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

<p>1. Name of conveying party(ies): <u>06-20-03</u></p> <p>Irving Tissue, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-Delaware</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Fleet National Bank 7111 Valley Green Road Fort Washington, PA 19034</p> <p><input type="checkbox"/> Individual(s) citizenship: _____</p> <p><input type="checkbox"/> Association: _____</p> <p><input type="checkbox"/> General Partnership: _____</p> <p><input type="checkbox"/> Limited Partnership: _____</p> <p><input type="checkbox"/> Corporation: _____</p> <p><input checked="" type="checkbox"/> Other: National Banking Association _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment)</p> <p>Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>September 24, 2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p> <p><u>78/280,247 - SOFT WEVE</u></p> <p><u>78/241,007 - SOFT 'N PRETTY</u></p>	<p>B. Trademark Reg. No.(s):</p> <p><u>320,293 - SOFT-WEVE</u></p> <p><u>964,701 - FIESTA</u></p>
Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Cheryl L. Slipski, Esq. Drinker Biddle & Reath LLP One Logan Square 18th & Cherry Streets Philadelphia, PA 19103-6996</p> <p>Attorney Docket No. <u>185395</u></p>	<p>6. Total number of applications and registrations involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$115.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number:</p> <p><u># 500-573</u></p>
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DO NOT USE THIS SPACE

10/21/2003 DBYRNE 00000241 500573 78280247

01 FC:8521 40.00 DA
02 FC:8522 78.00 DA

I, 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.

Cheryl L. Slipski [Signature] October 14, 2003

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

GRANT OF SECURITY INTEREST

WHEREAS, IRVING TISSUE, INC., a Delaware corporation (herein referred to as "Debtor"), owns all right, title and interest in and to the trademarks listed on Schedule A annexed hereto (the "Trademarks");

WHEREAS, Debtor is obligated to FLEET NATIONAL BANK, as agent for the Secured Parties referred to in the Agreement identified below (together with its successors and assigns in such capacity, the "Agent"), and has entered into a Security Agreement dated as of September 24, 2003 (the "Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Agreement, Debtor granted to the Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications for and registrations thereof, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to the Agent a security interest in the Collateral to secure the payment and performance of the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officers thereunto duly authorized as of the 24th day of September, 2003.

IRVING TISSUE, INC.

By: 

Name: **R.K. Irving**

Title: **President**

By: 

Name: **W. D. Jamieson**

Title: **Secretary**

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Serial/Registration No.</u>	<u>Filing Date</u>	<u>Date of First Use</u>
SOFT-WEVE	320,293	May 26, 1934	April 10, 1934
SOFT WEVE	78/280,247	July 29, 2003	January 1, 1997
SOFT 'N PRETTY	78/241,007	April 23, 2003	Intent to use
FIESTA	964,701	March 1, 1972	February 25, 1972

PHTRANS397511

RECORDED: 10/20/2003

TRADEMARK
REEL: 002848 FRAME: 0163