

11/20/03

11-24-2003

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



102607717

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):

Exopack-Technology, LLC

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

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: September 30, 2003

## 2. Name and address of receiving party(ies)

Name: BNP Paribas

Internal

Address: Suite 1300

Street Address: 1200 Smith Street

City: Houston State: TX Zip: 77002

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other Agent for Lenders

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 78/079,895

Additional number(s) attached ☒ Yes ☐ No

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

Name: Darren W. Collins

Internal Address: Patton Boggs LLP

Street Address: 2001 Ross Avenue, Suite 3000

City: Dallas State: TX Zip: 75201

## 6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41).....\$ 365.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

50-2816 (for deficiency only)

DO NOT USE THIS SPACE

## 9. Signature.

Darren W. Collins, Attorney for Receiving Part

Name of Person Signing

Signature

November 17, 2003

Date

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

22

11/21/2003 ECDOPER 00000039 78079895

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

01 FC:8521  
02 FC:8522

40.00 OP  
325.00 OP

TRADEMARK  
REEL: 002868 FRAME: 0486

**U. S. Registered Trademarks and Trademark Applications**  
**Additional Numbers Attached as Continuation of Item 4**

<b>Registration or Application No.</b>	<b>Issued or Filed Date</b>
78/078,904	08/17/2001
621,336	02/14/1956
2,413,945	12/19/2000
76/383,305	03/12/2002
78/164,013	09/13/2002
78,296,265	09/04/2003
78/303,799	09/22/2003
2,666,057	12/24/2002
2,680,175	01/28/2003
1,356,584	08/27/1985
76/319,137	09/28/2001
76/325,424	10/15/2001
76/325,405	10/15/2001

# **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of September 30, 2003, by EXOPACK-TECHNOLOGY, LLC, a Delaware limited liability corporation (the "Grantor"), in favor of BNP Paribas, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

## **RECITALS**

**WHEREAS**, pursuant to that certain Second Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among EXOPACK, LLC (f/k/a Exo-Tech Packaging, L.L.C. f/k/a FPD Acquisition, Inc., a Delaware corporation), Exopack-Thomasville, LLC, Specialty Films & Associated, L.L.C. (f/k/a SF&A Acquisition Company, L.L.C.), L.L.C., Portsmouth Acquisition Co., and Exopack-Newmarket, Ltd. (f/k/a Portsmouth Canada Acquisition Co.) (collectively, the "Borrower") the Agent, BNP Paribas Securities Corp., as Lead Arranger, The CIT Group/Business Credit, Inc., as Co-Administrative Agent and Collateral Agent, SunTrust Bank, as Documentation Agent, CIT Business Credit Canada Inc., as Canadian Agent, and the Lenders from time to time party thereto (collectively, the "Lenders"), (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Borrower certain amounts pursuant to the Loan Agreement (collectively, the "Loans"); and

**WHEREAS**, Grantor acknowledges that it will receive substantial, direct and indirect benefits, by reason of the making of the Loans and the providing of the other credit accommodations by the Lenders to the Borrower as provided in the Loan Agreement;

**WHEREAS**, Grantor has executed and delivered (i) to Agent a Guaranty dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "US Borrower Guaranty"), pursuant to which Grantor has agreed to guaranty for the benefit of Agent and the US Lenders (as such term is defined in the Loan Agreement) the repayment and performance of all of the US Borrower Obligations (as such term is defined in the Loan Agreement) and (ii) to Canadian Agent a Guaranty dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "Canadian Borrower Guaranty"), pursuant to which Grantor has agreed to guaranty for the benefit of the Canadian Agent and the Canadian Lenders (as such term is defined in the Loan Agreement) the repayment and performance of all of the Canadian Borrower Obligations (as such term is defined in the Loan Agreement) (US Borrower Guaranty and Canadian Borrower Guaranty being hereinafter referred to collectively as the "Guaranty");

**WHEREAS**, in order to secure the payment and performance of the Grantor's obligations under the Guaranty, Grantor has agreed to grant Agent, for the benefit of Agent and the Lenders, the security interests as contemplated by this IP Security Agreement;

Intellectual Property Security Agreement  
009131.0105:255996.04

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans and provide the other credit accommodations to the Borrower pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Guaranty and the performance of all of the Grantor's obligations under the Guaranty and the other Loan Documents to which it is a party, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, continuations, continuations-in-part, reissues, reexaminations and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents, and the Commissioner of Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction, including any appropriate offices of states or foreign jurisdictions) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall grant to the Agent, for the benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any IP Collateral in which the Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining the Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or the Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) To (i) endorse the Grantor's name on all applications, documents, papers

and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. The Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in


accordance with, the laws of the State of New York without giving effect to its choice of law provisions.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

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

**GRANTOR:**

**EXOPACK-TECHNOLOGY, LLC**

By:   
Name: John R. Heaps  
Title: Senior Vice President and Chief Financial Officer

Intellectual Property Security Agreement  
009131.0105:255996

**TRADEMARK**  
**REEL: 002868 FRAME: 0493**



**AGENT:**  
**BNP Paribas**

By: \_\_\_\_\_

  
Christopher S. Goodwin  
Managing Director

By: \_\_\_\_\_

  
Sean G. Davenport  
Vice President

Intellectual Property Security Agreement  
009131.0105:255996

TRADEMARK  
REEL: 002868 FRAME: 0494

# ACKNOWLEDGMENT

STATE OF Texas :  
COUNTY OF Dallas : SS

Before me, the undersigned, a Notary Public, on this 30<sup>th</sup> day of September, 2003, personally appeared John R. Heaps to me known personally, who, being by me duly sworn, did say that he is the Senior Vice President and Chief Financial Officer of **EXOPACK-TECHNOLOGY, LLC**, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said John R. Heaps acknowledged said instrument to be his free act and deed.

June L. Rickard  
Notary Public  
My Commission Expires: 10/13/05

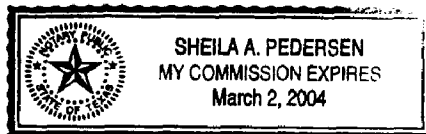
Intellectual Property Security Agreement  
009131.0105:255996

# ACKNOWLEDGMENT

STATE OF Texas :  
: SS  
COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 30<sup>th</sup> day of September, 2003, personally appeared Chris Goodwin to me known personally, who, being by me duly sworn, did say that he is the Managing Director of BNP Paribas, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Chris Goodwin acknowledged said instrument to be his free act and deed.

Sheila A. Pedersen  
Notary Public  
My Commission Expires: \_\_\_\_\_



Intellectual Property Security Agreement  
009131.0105:255996

TRADEMARK  
REEL: 002868 FRAME: 0496

# ACKNOWLEDGMENT

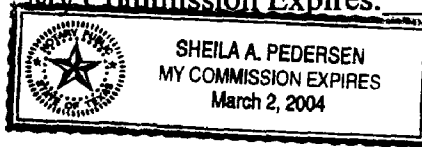
STATE OF Texas :  
 : SS  
COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 30<sup>th</sup> day of September, 2003, personally appeared S. Darnport to me known personally, who, being by me duly sworn, did say that he is the V. President of BNP Paribas, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said S. Darnport acknowledged said instrument to be his free act and deed.

Sheila Pedersen

Notary Public

My Commission Expires: \_\_\_\_\_



Intellectual Property Security Agreement  
009131.0105:255996

TRADEMARK  
REEL: 002868 FRAME: 0497

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

**NONE**

**Schedule A**

# SCHEDULE B

## PATENT COLLATERAL

### U.S. & FOREIGN - ISSUED PATENTS & PENDING APPLICATIONS -

FILE/TASK NO.	SERIAL NO. PATENT NO.	FILE DATE ISSUE DATE	COUNTRY	TITLE	STATUS/NEXT ACTION
025635.000011 (0001)	09/522,698 6,374,461	03/10/2000 4/23/2002	US	Flexible Hinged Handle and Carrying Bag Employing the Same	Issued Patent
025635.000011 (0004)	09/373,256 6,213,644	08/12/1999 04/10/2001	US	A Multiply Bag with Tear Strip Opening Mechanism	Issued Patent
025635.000011 (0030)	2,304,261	03/31/2000	CANADA	A Multiply Bag with Tear Strip Opening Mechanism	Pending Application
025635.000011 (0005)	09/156,303 6,019,713	09/17/1998 02/01/2000	US	Tubing Machine with Rotating Former Section for Quick Change-Over	Issued Patent
025635.000011 (0006)	09/304,178 6,046,443	05/03/1999 04/04/2000	US	Gusseted Bag with Anti-Leak Feature	Issued Patent
025635.000011 (0007)	08/167,757 5,482,376	12/15/1993 01/09/1996	US	Load Carrying Bag with Perforated Tear Line Opening	Issued Patent
025635.000011 (0022)	2,136,877	11/29/1994	CANADA	Load Carrying Bag with Perforated Tear Line Opening	Pending Application
025635.000011 (0008)	08/666,895 5,770,839	06/20/1996 06/23/1998	US	Microwaveable Bag for Cooking and Serving Food	Issued Patent
025635.000011 (0009)	08/810,043 5,871,790	03/04/1997 02/16/1999	US	Laminated Bag Wall Construction	Issued Patent
025635.000011 (0010)	08/146,961 5,529,396	11/10/1993 06/25/1996	US	Environmentally Friendly Pinch Bottom Bag Assembly and Method of Making	Issued Patent

Schedule B

FILE/TASK NO.	SERIAL NO. PATENT NO.	FILE DATE ISSUE DATE	COUNTRY	TITLE	STATUS/NEXT ACTION
025635.000011 (0011)	08/468,444 5,728,037	06/06/1995 03/17/1998	US	Environmentally Friendly Pinch Bottom Bag Assembly and Method of Making	Issued Patent
025635.000011 (0012)	08/391,878 5,560,296	02/22/1995 10/01/1996	US	Method for Cleaning Printing Cylinders	Issued Patent
025635.000011 (0013)	08/282,647 5,488,220	07/29/1994 01/30/1996	US	Bag for Microwave Cooking	Issued Patent
025635.000011 (0014)	08/417,407 5,601,369	04/05/1995 02/11/1997	US	Load Carrying Bag with Perforated Tear Line Opening	Issued Patent
025635.000011 (0015)	07/909,554 5,345,399	07/06/1992 09/06/1994	US	System and Method for Monitoring and Controlling the Width of a Product	Issued Patent
025635.000011 (0016)	07/676,901 5,171,594	03/27/1991 12/15/1992	US	Microwaveable Food Package with Printed-On Susceptor	Issued Patent
025635.000011 (0017)	07/439,120 5,038,009	11/17/1989 08/06/1991	US	Printed Microwaveable Susceptor and Packaging Containing the Susceptor	Issued Patent
025635.000011 (0018)	07/299,861 4,994,324	01/19/1989 02/19/1991	US	Hot-Fill Polyethylene Bags	Issued Patent
025635.000011 (0019)	07/408,209 4,493,127	08/16/1982 01/15/1985	US	Carrying Handle for Heavy Duty Olefin Bags	Issued Patent
025635.000011 (0020)	07/154,159 4,952,441	02/09/1988 08/29/1990	US	Thermal Insulation Batt	Issued Patent
025635.000011 (0021)	07/121,46 4,946,289	02/06/1987 08/07/1990	US	Reclosable Open Mouth Bag	Issued Patent
025635.000011 (0027)	10/200,209	07/22/2002	US	Non-Fluorocarbon Oil/Grease Barrier Packaging and Methods of Application	Pending Application
025635.000011 (0026)	PCT/US00/27157	10/02/2000	US	Multi-wall Bag with Easy Open and Reclose	Pending Application

Schedule B

FILE/TASK NO.	SERIAL NO. PATENT NO.	FILE DATE ISSUE DATE	COUNTRY	TITLE	STATUS/NEXT ACTION
025635.000011 (0031)	10/290,681	11/08/2002	US	Multiwall Bag Having Slider Zipper and Fin Combination and Associated Methods	Pending Application
025635.000011 (0032)	10/383,929	03/07/2003	US	Bag Having Reclosable Seal and Associated Methods	Pending Application
025635.000011 (0033)	PCT/US02/39540	12/11/2002	US	Non-Fluorocarbon Oil/Grease Barrier Packaging and Methods of Application	Pending Application
025635.000011 (0036)	10/366,490	2/13/2003	US	Tamper Evident Multi-Wall Packaging And Associate Methods	Pending Application
025635.000011 (0037)	10/421,607	4/24/2003	US	Multiwall Vented Bag, Vented Bag Forming Apparatus, and Associated Methods	Pending Application
025635.000011 (0038)	60/471,607	5/19/2003	US	Non-Fluorocarbon High Temperature Packaging Having Flexible Starch-Based Film and Methods of Producing Same	Pending Application
025635.000011 (0039)	60/471,606	5/19/2003	US	Non-Fluorocarbon Low Temperature Packaging Having Flexible Starch-Based Film and Methods of Producing Same	Pending Application
025635.000011 (0040)	60/471,605	5/19/2003	US	Non-Fluorocarbon Paper Having Flexible Starch-Based Film and Methods of Producing Same	Pending Application

Schedule B



U.S. & FOREIGN  
- ISSUED PATENTS & PENDING APPLICATIONS FOR PLASSEIN -

SERIAL NO. PATENT NO.	FILE DATE ISSUE DATE	COUNTRY	TITLE	STATUS/NEXT ACTION AND NOTES
6,402,379	06/11/2002	US	Bag with Arcuate-Transition Tear Line	Issued
6,299,351	10/09/2001	US	Side Gusset Bag with Convenient Carry Handle	Issued
6,231,232	05/15/2001	US	Bag with Resistant Handle	Issued
5,611,626	03/18/2001	US	Bag with Reinforced Handle and Resealable Pour Spout Opening	Issued
6,065,871	05/23/2000	US	Bag with Tear-Resistant Handle	Issued
5,593,229	01/14/1997	US	Heavy Duty Bag with Easily-Removable Corner for Pouring	Issued
5,558,438	09/24/1996	US	Bag with Reinforced Handle and Resealable Pour Spout Opening	Issued
5,051,284	09/24/1991	US	Protective Wrapping of Film	Issued
4,610,029	09/02/1986	US	Bag To Be Carried in the Hand and Procedure for Manufacturing the Bag	Issued
2,398,198	08/15/2002	Canada	Perforation Blade for Forming a Burst-Resistant Easy-Open Corner in a Heavy Duty Bag	Pending Application
01/09630	09/24/2001	Mexico	Bag with Arcuate-Transition Tear Line	Pending Application
2,354,823	08/08/2001	Canada	Bag with Arcuate-Transition Tear Line	Pending Application
2,352,353	07/04/2001	Canada	Side Gusset Bag with Convenient Carry Handle	Pending Application
09/512,712	02/24/2000	US	Bag with Tear Resistant Handle	Pending Application
09/934,417	08/21/2001	US	Perforation Blade For Forming a Burst-Resistant Easy-Open Corner in a Heavy Duty Bag	Pending Application, published as 2003/40411 on 02/27/2003

Schedule B

All patents and patent applications of Exopack, LLC, and Portsmouth Acquisition Co. shall be transferred to Exopack-Technology within thirty (30) days following the Closing Date pursuant to the terms of the Loan Agreement.

# SCHEDULE C

## TRADEMARK COLLATERAL

EXOPACK, LLC (to be held by Exopack-Technology)

- U.S. AND FOREIGN -

- REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS -

FILE/TASK NO.	SERIAL NO. REG. NO.	FILE DATE REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
025635.000010 (0012)	78/079,895	08/17/2001	US	Sphere Design	Pending Application
025635.000010 (0015)	1,113,762	08/24/2001	CANADA	Sphere Design	Pending Application
025635.000010 (0014)	78/079,904	08/17/2001	US	EXOPACK	Pending Application
025635.000010 (0016)	1,113,761	08/24/2001	CANADA	EXOPACK	Pending Application
025635.000010 (0003)	71/681,222 621,336	02/07/1995 02/14/1956	US	TRIM TOWN and Design	Issued Registration
025635.000010 (0004)	75/854,107 2,413,945	11/19/1999 12/19/2000	US	SAFE T STRIP	Issued Registration
025635.000010 (0017A)	529,799 740,608	01/28/2002 01/28/2002	MEXICO	Sphere Design (Class 16)	Issued Registration
025635.000010 (0017B)	529,800 791,018	01/28/2002 02/03/2003	MEXICO	Sphere Design (Class 39)	Issued Registration
025635.000010 (0018A)	529,797 771,990	01/28/2002 01/28/2002	MEXICO	EXOPACK (Class 16)	Issued Registration
025635.000010 (0018B)	529,798 787,841	01/28/2002 02/03/2003	MEXICO	EXOPACK (Class 39)	Issued Registration
025635.000010 (0019)	76/383,305	03/12/2002	US	REPELLENCE	Pending Application

Schedule C

FILE/TASK NO.	SERIAL NO. REG. NO.	FILE DATE REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
025635.000010 (0023)	78/164,013	09/13/2002	US	EXPRESSPV (stylized)	Pending Application
025635.000010 (0028)	1,161,578	12/09/2002	CANADA	EXPRESSPV (stylized)	Pending Application
025635.000010 (0029)	579,366 793,780	12/11/2002 12/11/2002	MEXICO	EXPRESSPV (stylized)	Issued Registration
025635.000010 (0031)	78/296,265	09/04/2003	US	DIAMOND CRYSTAL FILM	Pending Application
025635.000010 (0032)	78/303,799	09/22/2003	US	SHUR-SEAL	Pending Application

EXOPACK, LLC (to be held by Exopack-Technology)

- U.S. AND FOREIGN -

- REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS FOR PLASSEIN -

SERIAL NO. REG. NO.	FILE DATE REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
2,666,057	12/24/2002	US	The New Way to Think Film	Registered
2,680,175	01/28/2003	US	Plassein International	Registered
1,356,584	08/27/1985	Us	Teno Spin	Registered
76/319,137	09/28/2001	US	Plassein International and Design	Pending
76/325,424	10/15/2001	US	Plassein International	Pending
76/325,405	10/15/2001	US	Plassein International and Design	Pending
1,128,443	01/18/2002	Canada	Plassein International	Pending
1,128,444	01/18/2002	Canada	Plassein International and Design	Pending

Schedule C

SERIAL NO. REG. NO.	FILE DATE REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
1,128,445	01/18/2002	Canada	The New Way to Think Film	Pending
2,621,860	03/18/2002	Europe	Plassein International	Pending
2,620,896	03/18/2002	Europe	Plassein International and Design	Pending
2,620,086	03/18/2002	Europe	The New Way to Think Film	Pending
541,322	04/01/2002	Mexico	Plassein International	Pending
541,326	04/01/2002	Mexico	Plassein International	Pending
541,324	04/01/2002	Mexico	Plassein International and Design	Pending
541,325	04/01/2002	Mexico	Plassein International and Design	Pending
541,323	04/01/2002	Mexico	The New Way to Think Film	Pending

All trademarks and trademark applications of Exopack, LLC, and Portsmouth Acquisition Co. shall be transferred to Exopack-Technology within thirty (30) days following the Closing Date pursuant to the terms of the Loan Agreement.

Schedule C

**SCHEDULE D**

**DOMAIN NAMES**

exopack.com  
plassein.com  
norbaker.com  
tap-llc.com

Schedule D

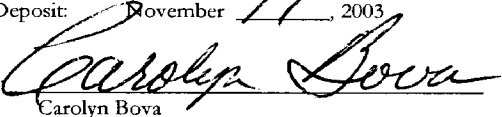
2001 Ross Avenue  
Suite 3000  
Dallas TX 75201  
(214) 758-1500

Facsimile (214) 758-1550

November 17, 2003

Darren W. Collins  
(214) 758-3552  
dcollins@pattonboggs.com

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark  
Office  
Post Office Box 1450  
Alexandria, VA 22313-1450

CERTIFICATE OF MAILING	
I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to Director of the U.S. Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450	
Date of Deposit:	November 17, 2003
Signature	 Carolyn Bova

Re: United States Trademarks and Trademark Applications According to Attached Exhibit  
Our Ref. No.: 009131.0105

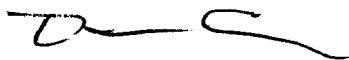
Dear Sir:

Enclosed for filing in the above-identified patents and applications for patent are the following:

1. Recordation Form Cover Sheet, with Continuation of Item 4 attached
2. Intellectual Property Security Agreement between Exopack-Technology, LLC and BNP Paribas
3. Check for \$365.00 to record fourteen (14) trademark registrations and applications
4. Confirmation postcard

Should the attached fee be missing, or there is an over- or under-payment, please debit or credit the required fee to our Deposit Account No. 50-2816.

Very truly yours,



Darren W. Collins  
Attorney for Receiving Party

DWC:cmb  
Enclosures

**U. S. Registered Trademarks and Trademark Applications  
from Schedule C of the Intellectual Property Security Agreement  
Between Exopack-Technology, LLC and BNP Paribas**

	<b>Registration or Application No.</b>	<b>Issued or Filed Date</b>
1	78/079,895	08/17/2001
2	78/078,904	08/17/2001
3	621,336	02/14/1956
4	2,413,945	12/19/2000
5	76/383,305	03/12/2002
6	78/164,013	09/13/2002
7	78,296,265	09/04/2003
8	78/303,799	09/22/2003
9	2,666,057	12/24/2002
10	2,680,175	01/28/2003
11	1,356,584	08/27/1985
12	76/319,137	09/28/2001
13	76/325,424	10/15/2001
14	76/325,405	10/15/2001