

12-15-2003

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Form PTO-1594
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ET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102622625

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

1. Name of conveying party(ies):
Tri-Seal Holdings, Inc.
 Individuals Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York)
Internal Address:
Street Address: 270 Park Avenue
City: New York State: New York Zip Code: 10017
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership - _____
 Corporation _____
 Other Collateral Agent
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 Interest Change of Name
 Other
Execution Date: November 21, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional numbers attached? Yes No

Trademark Registration No.(s)
1675065

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen Bruno, Senior Legal Assistant
Internal Address: White & Case LLP
Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
23-1705 (in case of deficiency)
(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.
Helen Bruno [Signature] December 8, 2003
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 6

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**
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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01 FC:8521 40.00 BA

ANNEX K
to
SECURITY AGREEMENT

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Tri-Seal Holdings, Inc. a Delaware corporation (the "Grantor") with principal offices at 260 N. Denton Tap Road, Ste 150, Coppell, Texas 75019, hereby grants to JPMorgan Chase Bank (f/k/a Morgan Guaranty Trust Company of New York), as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 21, 2000, and amended and restated as of November 21, 2003 (as further amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

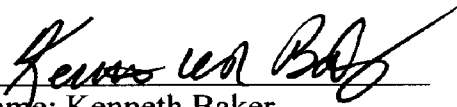
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

21 day of November, 2003.

Tri-Seal Holdings, Inc., Grantor

By 
Name: Kenneth Baker
Title:

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

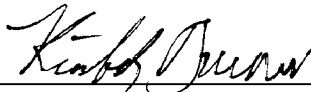
By _____
Name: Kimberly Turner
Title: Vice President

21 IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
_____ day of November, 2003.

Tri-Seal Holdings, Inc., Grantor

By _____
Name:
Title:

JPMORGAN CHASE BANK,
as Collateral Agent and Grantee

By 
Name: Kimberly Turner
Title: Vice President

Mark Ser. or Reg. No.

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