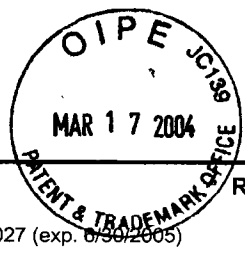


3/17/04



03-22-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 03/30/2005)

RECOI TR



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Tripac International, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 2/27/2004

2. Name and address of receiving party(ies)

Name: Audubon Capital SBIC, L.P.

Internal Address: 1100 Poydras, New Orleans, LA 70163

Street Address: 1100 Poydras Street, Ste. 2000

City: New Orleans State: LA Zip: 70163

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 75/637245, 75/903299, 74/313335, 74/370953

Additional number(s) attached Yes No

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

Name: Mark W. Jeanfreau

Internal Address: c/o Phelps Dunbar, LLP

365 Canal Street, Suite 2000

New Orleans, LA 70130

Street Address: 365 Canal Street

Suite 2000

City: New Orleans State: LA Zip: 70130

6. Total number of applications and registrations involved:

5

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Mark W. Jeanfreau
Name of Person Signing

Signature

March 16, 2004

Date

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

03/19/2004 LNU/ELK 00000078 75637245

01 FC:0521
02 FC:0522

40.00 OP
100.00 OP

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

TRADEMARK REEL: 002935 FRAME: 0420

Tripac International, Inc. - Conveying Party
Audubon Capital SBIC, L.P. - Receiving Party

4B. Trademark Registration No.(s) (Continued) - 75/801150

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 27th day of February, 2004, by and between:

TRIPAC INTERNATIONAL, INC., a Texas corporation, with a place of business located at 5703 Crawford Lane, Fort Worth, Texas 76119 (the "Debtor"); and

AUDUBON CAPITAL SBIC, L.P., a Delaware limited partnership, with a place of business located at 1100 Poydras Street, New Orleans, Louisiana 70163, as collateral agent for the ratable benefit of the Purchasers (hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the "Secured Party");

WITNESSETH:

WHEREAS, the Debtor, the holders from time to time of the debentures issued pursuant thereto (the "Purchasers") and the Secured Party are party to a certain Debenture Purchase Agreement dated of even date herewith (as it may from time to time be amended, modified, supplemented or restated, the "Purchase Agreement");

WHEREAS, the Debtor is using the trademarks and/or services marks, and is the owner of the U.S. Patent and Trademark Office registrations for which have been obtained (or are being applied for by the Debtor) and are listed on Schedule A attached hereto (collectively the "Trademarks");

WHEREAS, pursuant to a Security Agreement dated of even date herewith among the Debtor, certain of the Debtor's affiliates and the Secured Party (as it may from time to time be amended, modified, supplemented or restated, the "Security Agreement"), the Debtor has granted the Secured Party, for the ratable benefit of the Purchasers, a security interest in the Trademarks and in all assets relating to and deriving from the Trademarks on the terms and conditions set forth in the Security Agreement;

WHEREAS, the Purchase Agreement requires that the Debtor shall execute and deliver this Agreement; and

WHEREAS, all capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, the parties hereto hereby agree as follows:

1. The Debtor hereby assigns, conveys and transfers unto the Secured Party, for the ratable benefit of the Purchasers, on the terms and conditions contained in the Security Agreement, which are incorporated herein and made a part hereof, and as additional security for the payment and performance by the Debtor of the Secured Obligations (as defined in the Security Agreement), a lien upon all of the Debtor's right, title and interest in, to and under the Trademarks, and the registrations and applications appurtenant thereto, and the goodwill of the business symbolized by the Trademarks, and in, to, and under all assets deriving from and relating to the Trademarks, including, without limitation, license fees and other payments due thereon or in connection therewith.

2. The Debtor shall take all reasonable action, under both statutory and common law, which may be necessary or useful to perfect title to the Trademarks, to maintain and/or defend the Trademarks including without limitation the defense of the Trademarks, surveillance of marks owned and/or used by third parties which may be related to said Trademarks, bringing institution of said actions against infringing marks, and bringing cancellation or opposition proceedings in order to enforce said marks.

3. This Agreement shall terminate upon written notice from the Secured Party to the Debtor that all of the Secured Obligations have been fully paid and performed and, upon such termination, the Secured Party shall promptly execute and deliver to the Debtor, at the Debtor's expense, such documents or instruments as the Debtor may reasonably request in furtherance and in evidence of such termination.

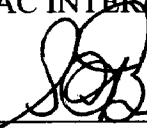
4. This Agreement shall be binding upon the Debtor, its successors and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

5. This Agreement may not be amended or modified except with the written consent of the Secured Party and the Debtor.

6. The Debtor will provide any additional documentation to support or confirm the security interest created under this Agreement.

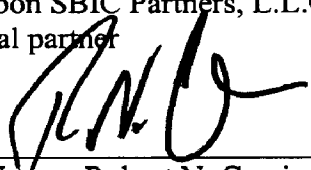
IN WITNESS WHEREOF, the Debtor and Secured Party have caused this Agreement to be executed by their officers thereunto duly authorized on the day and year first above written.

TRIPAC INTERNATIONAL, INC.

By: 
Name: Stephen W. O'Brien
Title: President and Chief Executive Officer

AUDUBON CAPITAL SBIC, L.P., as
Collateral Agent

By Audubon SBIC Partners, L.L.C., its
general partner

By: 
Name: Robert N. Cowin
Title: Manager

ACKNOWLEDGMENT


STATE OF LOUISIANA

PARISH OF ORLEANS

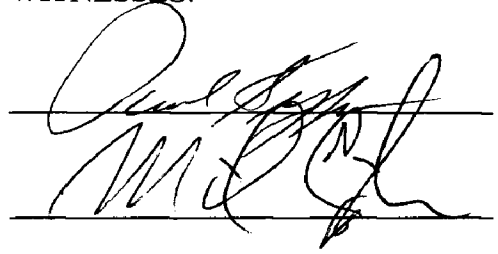
On this 5th day of March, 2004, before me, the undersigned Notary Public duly commissioned and qualified, personally appeared Stephen W. O'Brien ("Appearer"), to me known (or satisfactorily proven) to be the person described in and who executed the foregoing instrument as the President and Chief Executive Officer of Tripac International, Inc., a Texas corporation, who acknowledged that Appearer executed the foregoing instrument by authority of said corporation's Board of Directors on behalf of and as the free act and deed of said corporation.


IN WITNESS WHEREOF, Appearer has signed this acknowledgment in the presence of the two undersigned witnesses and me, Notary, on the day and in the month and year hereinabove first written.

WITNESSES:



Appearer: Stephen W. O'Brien





Notary Public

JENESE M. CARONIA
NOTARY PUBLIC
Parish of Jefferson, State of Louisiana
ID NO:55800
My Commission is for Life.

SCHEDULE A
TO THE
TRADEMARK SECURITY AGREEMENT
DATED AS OF FEBRUARY 27, 2004
BETWEEN
TRIPAC INTERNATIONAL, INC.
AND
AUDUBON CAPITAL SBIC, L.P., AS COLLATERAL AGENT

FEDERALLY REGISTERED TRADEMARKS

<u>Mark</u>	<u>Number</u>
Superflow Trademark	93/467960 (France)
Multifit Trademark	74/313335
Clamplock Trademark	74/370953
EuroFan Trademark	75/801150
RadFan Trademark	75/637245
Tri-Flow Trademark	75/903299
Multifit #2 Trademark	93/458645 (France)