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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/20)

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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):

Keyes Fibre Corporation

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

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

3. Nature of conveyance:

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

Execution Date: May 10, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: _____

Street Address: 500 W. Monroe St., 17th Floor

City: Chicago State: IL Zip: 60661

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State NY
☐ 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) 76/368,714

2,543,876; 2,666,282;

B. Trademark Registration No.(s) 777,628; 763,302;

760,487; 2,671,853; 759,854; 408,864; 2,782,255; 861,527;

Additional number(s) attached ☐ Yes ☒ No 1,565,981; 2,293,520

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

Name: Claudia Immerzeel

Internal Address: c/o Paul Hastings Janofsky & Walker
LLP

Street Address: 515 S. Flower St., 25th Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41).....\$ 340.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Claudia Immerzeel

Name of Person Signing

 Signature

May 10, 2004

Date

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

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

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01 FC:8521
02 FC:852240.00 OP
300.00 OPTRADEMARK
REEL: 002965 FRAME: 0332

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2004, by KEYES FIBRE CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York 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 Grantor, WRAP PACK, INC., a Delaware corporation, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, 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 for the benefit of Grantor and the other Borrowers party thereto;

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 or 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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and 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 reissues, continuations or extensions 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, 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.

KEYES FIBRE CORPORATION,
a Delaware corporation

By: [Signature]
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF IL)
COUNTY OF COOK) SS.

On this 23rd day of April, 2004 before me personally appeared Brod Jaman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Keyes Fibre Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

[TRADEMARK SECURITY AGREEMENT]

S-1

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.

KEYES FIBRE CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Pamela Eskra
Name: Pamela Eskra
Title: duly authorized signatory

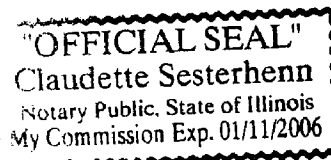
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

On this 23 day of APRIL, 2004 before me personally appeared PAMELA ESKRA, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GE CAPITAL, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Claudette Sesterhenn
Notary Public

{seal}



[TRADEMARK SECURITY AGREEMENT]

S-1

SCHEDULE I

Trademark Registrations

<u>U.S. Federally Registered Marks</u>	<u>Registration Date</u>
EURO TRAYS, U.S. Reg. No. 2,543,876	March 5, 2002
FIBRE SOFT, U.S. Reg. No. 2,666,282	December 24, 2002
FINGER POCKET, U.S. Reg. No. 777,628	September 29, 1964
KEYES, U.S. Reg. No. 763, 302	January 21, 1964
KEYES, U.S. Reg. No. 760, 487	November 26, 1963
KEYES & Design, Reg. No. 2,671,853	January 7, 2003
FUL-VUE, U.S. Reg. No. 759,854	November 12, 1963
KYS & Design, U.S. Reg. No. 408,864	August 29, 1944
MARK VI, Reg. No. 2,782,255	November 11, 2003
POCKET CELL, U.S. Reg. No. 861,527	December 10, 1968
SPRING CUSHION, U.S. Reg. No. 1,565,981	November 14, 1989
SUPER POCKET, U.S. Reg. No. 2,293,520	November 16, 1999

<u>Pending Trademark Applications</u>	<u>Application Date</u>
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KYS, Application No. 76/368,714	February 8, 2002
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Canadian Trademark Registrations and Applications Application/Registration Date

KYS, App. 114912700	August 8, 2002
KEYES & Design App. 114912800	August 8, 2002