

12-27-2004

Foam PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



102825874

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab Settings

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

11.84.04

1. Name of conveying party(ies):
Eclipse Packaging, Inc.

- Assignment
- General Partnership
- Corporation-State North Carolina
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Grant of Trademark Security Interest
- Merger
- Change of Name

Execution Date: November 23, 2004

2. Name and address of receiving party(ies)

Name: BNP Paribas, as Administrative Agent

Internal

Internal Address: _____

Street Address: 787 Seventh Avenue

City: New York State: NY Zip: 10019

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

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) 76-269,172. See attached Schedule A

B. Trademark No.(s) See attached Schedule A

Additional numbers attached? Yes No

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

Name: Richard Roel

Internal Address: c/o O'Melveny & Myers, LLP

Street Address: Times Square Tower, 7 Times Square

ECODPER 0000140325

City: New York State: NY Zip: 10036

Refund Total: \$120.00

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number

Refund Ref
11/24/2004

CHECK

DO NOT USE THIS SPACE

9. Signature.

Richard Roel
Name of Person Signing

Richard Roel
Signature

11/23/04
Date

Total number of pages including cover sheet, attachments, and documents: 5

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

11/24/2004 ECODPER 00000191 76269172

01 FC:8521
02 FC:8522

NY1:1546699.1

40.00 OP
25.00 OP

Second Lien

TRADEMARK
REEL: 002998 FRAME: 0554

11/24/2004 ECODPER 00000200 76269172 120.00 OP
01 FC:8523

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Owner of Record	Mark	Application Number	Registration Number	Date Registered
Eclipse Packaging, Inc.	Eclipse Packaging, Inc.	76-269,172	2,597,694	7/23/2002
Eclipse Packaging, Inc.	Stylized representation of solar eclipse	76-268,848	2,575,957	6/4/2002

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, ECLIPSE PACKAGING, INC., a North Carolina corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, FlexSol Packaging Corp., a Delaware corporation ("**Company**"), has entered into a Term Loan Credit Agreement dated as of November 23, 2004 (said Term Loan Credit Agreement, as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Term Loan Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Term Loan Credit Agreement from time to time, the "**Lenders**") and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Term Loan Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more hedge agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Lender Hedge Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of November ____, 2004 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Lender Hedge Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Term Loan Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of Security Agreement dated as of November ____, 2004 (said Security Agreement, as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 23rd day of November, 2004.

ECLIPSE PACKAGING, INC.

By: David Schaefer

Name: David Schaefer

Title: Chief Financial Officer, Treasurer and
Assistant Secretary

Trademark Security Interest (2nd Lien)

RECORDED: 11/24/2004

**TRADEMARK
REEL: 002998 FRAME: 0558**