

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEXPAK CORPORATION		12/31/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	HERITAGE BANK, SSB
Street Address:	13455 Noel Road
Internal Address:	Suite 2220
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	State Savings Bank: TEXAS

**PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	1635354	ALPHA
Registration Number:	1667995	SQUEEZE-BOX
Registration Number:	2062257	VIDEO CAPSULE
Registration Number:	2127727	DURA-CASE
Registration Number:	2291650	SECURE CASE
Registration Number:	2354022	EZHUB
Registration Number:	2579201	PROGUARD
Registration Number:	2439343	ALPHA CASE
Registration Number:	2594782	ALPHA CASE
Registration Number:	2415316	SECURE CASE
Registration Number:	2379600	AMARAY
Registration Number:	2383214	AMARAY
Registration Number:	2421047	A

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Registration Number:	2503566	MERCURY
Registration Number:	2503563	MERCURY
Registration Number:	2458628	SLIMPAK
Registration Number:	2525942	DVD APPROVED
Registration Number:	2525994	NEXPAK
Registration Number:	2786823	INNOVATIVE MEDIA PACKAGING SOLUTIONS
Registration Number:	2714066	NEXLOK
Registration Number:	2681821	WYNCASE
Registration Number:	2802755	NEXCASE
Registration Number:	2798510	THINPAK
Registration Number:	2286313	ALPHA PAK
Registration Number:	2598396	TRIMPAK

**CORRESPONDENCE DATA**

Fax Number: (214)200-0458  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 214-651-5116  
Email: april.reasoner@haynesboone.com  
Correspondent Name: Andrew S. Ehmke  
Address Line 1: Haynes and Boone, LLP  
Address Line 2: 901 Main Street, Suite 3100  
Address Line 4: Dallas, TEXAS 75202

NAME OF SUBMITTER:	Andrew S. Ehmke
Signature:	/Andrew S. Ehmke/
Date:	01/31/2005

**Total Attachments: 25**  
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## 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 December 31, 2004, by NEXPAK CORPORATION, a Delaware corporation ("*Grantor*"), in favor of HERITAGE BANK, SSB (in its capacity as Administrative Agent for Lenders (hereafter defined)) as "*Agent*." Capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement (as hereinafter defined).

### RECITALS

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement dated as of December 31, 2004, by and among NexPak Holdings LLC, JMC Acquisition LLC, AEI Acquisition LLC, Atlanta Precision Molding Co., LLC, as Borrowers, Grantor and EPM Holdings, Inc., as Guarantors, Agent and Lenders (including all exhibits, and schedules thereto, as from time to time further amended, restated, supplemented, or otherwise modified, the "*Credit Agreement*"), Lenders have agreed to make the Loans on behalf of Borrowers;

**WHEREAS**, as a condition to the effectiveness of the Credit Agreement, Grantor is required to execute this IP Security Agreement; and

**WHEREAS**, this IP Security Agreement is integral to the transactions contemplated by the Credit Agreement, and the execution and delivery thereof, is a condition precedent to Lenders' obligations to extend credit under the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's prompt, punctual and faithful payment of the Loans and the performance of all and each of Grantor's obligations under the Credit Agreement, Grantor hereby grants to Agent, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed pursuant to any license agreements that prohibit the granting of a Lien in such rights (the "*IP Collateral*");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "*Patents*");

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

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

(d) 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;

(e) 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;

(f) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in *clauses (a) through (e)* of this *Article I*; and

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

2. Requested Recordation. Grantor authorizes and requests that the Commissioner of Patents and 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) in order to publicly reflect the interests of Agent in the IP Collateral.

3. Assignment. Upon the request of Agent after the occurrence and during the continuance of an Event of Default under the Credit Agreement, Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Agent.

4. Power of Attorney. Grantor hereby irrevocably grants to Agent, a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Agent's discretion, to take any action and to execute any instrument that 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 Agent and without first obtaining Grantor's approval thereof or signature thereto) Schedule A, Schedule B and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor, other than intent-to-use applications) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Agent and without first obtaining 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 Agent's interest or 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 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 Agent in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default under the Credit Agreement, to (i) endorse 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 in its discretion 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 Grantor's obligations under the Credit Agreement (the "*Obligations*") secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will automatically terminate without any further action by Agent (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Agent to evidence such termination.

6. Newly Registered Patents and Trademarks. Grantor hereby agrees to provide Agent, every month concurrent with the delivery of such Grantor's financial statements under Section 4.1(a) of the Credit Agreement, a schedule of newly registered Patents and Trademarks (if any).

7. Miscellaneous.

(a) The rights and remedies of Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Documents and the documents related thereto, 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 Credit Agreement, the other Loan Documents, or the documents related thereto, the provisions of the Credit Agreement, the other Loan Documents, or the documents related thereto 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.

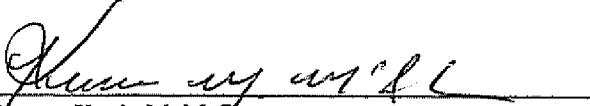
8. GOVERNING LAW. PURSUANT TO *SECTION 5-1401* OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, EXCEPT TO THE EXTENT THE LAWS OF ANOTHER JURISDICTION GOVERN THE CREATION, PERFECTION, VALIDITY, OR ENFORCEMENT OF LIENS UNDER THIS SECURITY AGREEMENT, AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS SECURITY AGREEMENT AND ALL OF THE OTHER LOAN DOCUMENTS.

*[Remainder of Page Intentionally Blank;  
Signature Pages Immediately Follow]*

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

GRANTOR:

NEXPAK CORPORATION

By:   
Name: Kevin M. McShea  
Title: Chief Executive Officer,  
Secretary & Treasurer





**SCHEDULE A**  
**PATENT COLLATERAL**

None.

**SCHEDULE B**  
**TRADEMARK COLLATERAL**

None.

**SCHEDULE C**  
**DOMAIN NAMES**

None.

**SCHEDULE A**  
**PATENT COLLATERAL**

**Patents**

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
CASSETTE STORAGE CONTAINER	821,576	1/21/1986	D 303,041	8/29/1999	ISSUED
VIDEO CASSETTE SECURITY DEVICE	898,615	8/21/1986	4,716,745	1/ 5/1988	ISSUED
DESIGN HUB FOR CASSETTE STORAGE CONTAINERS	07/360,702	5/31/1989	DES 319,540	9/ 3/1991	ISSUED
VIDEOCASSETTE STORAGE AND DISPLAY SLEEVE	07/585,960	9/21/1990	5,211,287	5/18/1993	ISSUED
DESIGN FOR VIDEOCASSETTE STORAGE AND DISPLAY SLEEVE	539,454	6/18/1990	DES 328,388	8/ 4/1992	ISSUED
DESIGN FOR A HUB FOR A DASSETTE STORAGE CONTAINER	07/683,746	4/10/1991	DES 333,381	2/23/1993	ISSUED
CONTAINER FOR COMPACT DISC	07/990,668	12/14/1992	5,279,097	1/18/1994	ISSUED
STORAGE CONTAINER FOR DISC-SHPAED OBJECT	817,521	1/ 6/1992	DES 335,215	5/ 4/1993	ISSUED
AUDIOCASSETTE AUTOMATIC UNLOADING MACHINE	07/831,511	2/ 5/1992	5,302,078	4/12/1994	ISSUED
STORAGE CONTAINER	07/910,881	7/18/1992	DES 342,379	12/21/1993	ISSUED
SECURITY CONTAINER WITH A KEY	934,481	7/26/1993	181890	6/17/1996	ISSUED

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
SECURITY CONTAINER WITH A KEY	07/951,002	9/25/1992	5,375,712	12/27/1994	ISSUED
VIDEO CASSETTE CONTAINER (EASY SHIPPER)	07/988,894	12/10/1992	5,285,918	2/15/1994	ISSUED
STORAGE CONTAINER	29/002,490	12/14/1992	D347,728	6/14/1994	ISSUED
IMPROVED EJECTOR FOR INJECTION MOLD	07/995,806	12/23/1992	5,429,492	7/ 4/1995	ISSUED
EXPANDABLE STORAGE CONTAINER SYSTEM	08/013,293	2/ 4/1993	5,392,906	2/28/1995	ISSUED
INJECTOR VALVE PLASTIC MOLDING APPARATUS	08/019,219	2/18/1993	5,372,496	12/13/1994	ISSUED
DOUBLE COVER FOR A STORAGE CONTAINER	29/005,754	3/11/1993	DES 358,079	5/ 9/1995	ISSUED
STORAGE CONTAINER	08/048,285	4/14/1993	5,388,713	2/14/1995	ISSUED
APPARATUS FOR MODLING MINI-COMPACT DISK CARTRIDGE SHELLS	08/114,218	8/30/1993	5,425,629	6/20/1995	ISSUED
VIDEO CASE & METHOD OF MANUFACTURING	117,400	9/ 3/1993	5,353,932	10/11/1994	ISSUED
VIDEO CASE & METHOD OF MANUFACTURING	158,403	11/29/1993	5,351,823	10/ 4/1994	ISSUED
VIDEO CASE & METHOD OF MANUFACTURING	08/188,687	1/31/1994	5,421,456	6/ 6/1995	ISSUED
VIDEO CASE & METHOD OF MANUFACTURING	08/364,855	12/27/1994	5,544,748	8/13/1996	ISSUED
CLEAR MOLDED THERMOPLASTIC COMPACT DISC SUPPORTING TRAY	9601738	5/ 9/1996	189379	7/15/1998	ISSUED

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
CLEAR MOLDED THERMOPLASTIC COMPACT DISC SUPPORTING TRAY	08/225,149	4/ 8/1994	5,417,324	5/23/1995	ISSUED
A CASE FOR A VIDEO GAME	29/025,335	6/30/1994	DES 366,802	2/ 6/1996	ISSUED
MULTI-MEDIA STORAGE CONTAINER	29/025,568	7/ 1/1994	D357,864	11/26/1996	ISSUED
TAPE REEL FLANGE	29/043,650	9/ 8/1995	DES 370,908	6/18/1996	ISSUED
MULTIPLE COMPACT DISC SUPPORTING	546,918	10/23/1995	5,626,225	5/ 6/1997	ISSUED
VIDEO CASSETTE STORAGE CONTAINER	29/050,681	2/22/1996	D472,420 S	4/ 1/2003	ISSUED
VIDEO CASSETTE STORAGE CONTAINER	08/729,355	10/16/1996	5,772,028	6/30/1998	ISSUED
VIDEO CASSETTE STORAGE CONTAINER (VIDEO CAPSULE)	64,004	11/ 8/1996	64,004	12/11/1996	ISSUED
VIDEO CASSETTE STORAGE CONTAINER (VIDEO CAPSULE)	MI 5601742-1	11/ 7/1996	DI 5601742-1	5/11/1999	ISSUED
VIDEO CASSETTE STORAGE CONTAINER (VIDEO CAPSULE)	M 96 08 787.0	10/11/1996	M 96 08 787.0	2/12/1997	ISSUED
VIDEO CASSETTE STORAGE CONTAINER (VIDEO CAPSULE)	N/A	5/ 9/1996	965.942	10/23/1996	ISSUED
VIDEO CASSETTE STORAGE CONTAINER (VIDEO CAPSULE)	2 060 452	10/29/1996	2060452	2/17/1997	ISSUED
VIDEO CASSETTE STORAGE CONTAINER (VIDEO CAPSULE)	96987	10/11/1996	9698	10/23/1998	ISSUED
VIDEO CASSETTE STORAGE CONTAINER (VIDEO CAPSULE)	29/054,334	5/ 9/1996	DES 385,454	10/28/1997	ISSUED

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
COMPACT DISK TRAY AND COVER THEREFOR	08/648,534	5/15/1996	5,775,491	7/ 7/1998	ISSUED
MULTIPLE DISC STORAGE CASE	08/666,044	6/19/1996	5,782,348	7/21/1998	ISSUED
VIDEO CASSETTE SHIPPING CONTAINER	08/868,560	7/26/1996	5,636,737	6/10/1997	ISSUED
COOLING DEVICE FOR PLASTIC MOLDING	762,712	12/10/1996	N/A		ISSUED
VIDEO CASSETTE CONTAINER	08/778,168	1/ 2/1997	5,975,298	11/ 2/1999	ISSUED
VIDEO CASSETTE CONTAINER	09/350,551	7/ 9/1999	6,170,660	1/ 9/2001	ISSUED
VIDEO CASSETTE CONTAINER	09/695,106	10/24/2000	6,540,074 B1	4/ 1/2003	ISSUED
A MULTI-MEDIA SHIPPING AND STORAGE CONTAINER	09/054,932	4/ 3/1998	5,931,291	8/ 3/1999	ISSUED
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	2001275961	7/18/2001			PENDING
LOCKABLE MEDIA STORAGE BOX WITH LOCK AND KEY	2415343	7/18/2001			PENDING
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	99301347.3	2/24/1999			PENDING
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	0207606.5				PENDING
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	09/015,085	1/29/1998	5,944,185	8/31/1999	ISSUED
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	09/317,554	5/24/1999	6,135,280	10/24/2000	ISSUED
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	09/618,652	7/18/2000	6,601,701 B1	8/ 5/2003	ISSUED
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	09/711,807	11/13/2000	6,598,742 B1	7/29/2003	ISSUED
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	09/949,178	9/17/2001	6,474,470 B2	11/15/2002	ISSUED



TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	29/158,124	3/28/2002	D477,983 S	8/ 5/2003	ISSUED
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	29/158,123	3/28/2002			PENDING
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	29/158,779	4/ 9/2002	D477,767 S	7/29/2003	ISSUED
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	10/234,694	9/ 4/2002	6,601,702 B2	8/ 5/2003	ISSUED
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	10/287,186	11/ 4/2002			PENDING
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	10/629,478	7/29/2003			PENDING
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	10/634,263	8/ 5/2003			PENDING
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	09/908,165		6,672,455 B2	1/ 6/2004	ISSUED
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	10/752,314	1/ 6/2004			PENDING
LOCKABLE MEDIA RENTAL BOX WITH LOCK AND KEY	PI 0112610-5	7/18/2001			PENDING
LOCKABLE MEDIA STORAGE BOX WITH LOCK AND KEY	01953519.4	7/31/2001			PENDING
LOCKABLE MEDIA STORAGE BOX WITH LOCK AND KEY	PA/a/2003/001 405	7/18/2001			PENDING
LOCKABLE MEDIA STORAGE BOX WITH LOCK AND KEY	PA/a/2003/001 621	7/18/2001			PENDING
CONTAINER FOR RECORDED MEDIA	29/082,847	1/29/1998	DES 407,592	4/ 6/1999	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	2,336,331	8/17/1998			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	09/108,635	7/ 1/1998	5,996,788	12/ 7/1999	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	09/245,944	2/ 5/1999	6,065,594	5/23/2000	ISSUED

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
STORAGE CONTAINER FOR RECORDED MEDIA	29/101,486	3/ 5/1999	D439,435 S	3/27/2001	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	29/101,485	3/ 5/1999	DES 430,424	9/ 5/2000	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	29/101,523	3/ 5/1999	DES 426,978	6/27/2000	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	29/101,484	3/ 5/1999	DES 426,721	6/20/2000	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	09/282,484	3/31/1999	6,196,384 B1	3/ 6/2001	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	09/544,647	4/ 5/2000	6,354,435 B1	3/12/2002	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	09/746,958	12/22/2000	6,412,631 B2	7/ 2/2002	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	10/095,671	3/11/2002			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	89103/98	12/17/1999	738643	1/ 3/2002	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	98940939.6	8/17/1998			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	99 967 419.5	12/17/1999			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	200007655-4	12/17/1999	78471		ISSUED
DOUBLE VHS STORAGE CONTAINER	09/392,886	9/ 9/1999	6,186,319	2/13/2001	ISSUED
DOUBLE VHS STORAGE CONTAINER	29/094,623	10/ 6/1998	DES 423,272	4/25/2000	ISSUED
INJECTION MOLDED CASE FOR RECORDED MEDIA	29/106,766	6/22/1999	DES 423,273	4/25/2000	ISSUED
APPARATUS FOR HOLDING A COMPACT DISK AND ACCEPTING AFFIXATION OF AN ELECTRONIC ANTI-THEFT TAG	09/275,331	3/24/1999	6,222,453 B1	4/24/2001	ISSUED

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
MEDIA STORAGE CONTAINER	29/106,495	6/ 1/1999			PENDING
MEDIA STORAGE CONTAINER	29/115,943	12/22/1999	DES 434,592	12/ 5/2000	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA DISK	29/111,910	10/ 6/1999	D443,169 S	6/ 5/2001	ISSUED
SINGLE DISK STORAGE CONTAINER	29/119,398	2/29/2000	DES 431,955	10/17/2000	ISSUED
DISK STORAGE CONTAINER	29/119,436	2/29/2000	DES 433,266	11/ 7/2000	ISSUED
HUB FOR DISK STORAGE CONTAINER	29/119,435	2/29/2000	DES 434,777	12/ 5/2000	ISSUED
MINI CD-ROM STORAGE CONTAINER	29/119,399	2/29/2000	D435,752 S	1/ 2/2001	ISSUED
STORAGE CONTAINER FOR DISC-SHAPED ITEM OF RECORDED MEDIA	29/124,345	6/ 2/2000	D438,418 S	3/ 6/2001	ISSUED
STORAGE CONTAINER FOR DISC-SHAPED ITEM OF RECORDED MEDIA	29/132,560	11/10/2000	D444,984 S	7/17/2001	ISSUED
STORAGE CONTAINER FOR DISC-SHAPED ITEM OF RECORDED MEDIA	29/132,774	11/15/2000	D445,289 S	7/24/2001	ISSUED
STORAGE CONTAINER FOR DISC-SHAPED ITEM FOR RECORDED MEDIA	29/124,332	6/ 2/2000	D439,786 S	4/ 3/2001	ISSUED
TAPE CASSETTE HOLDER	29/132,577	11/10/2000	D445,288 S	7/24/2001	ISSUED
STORAGE CONTAINER FOR DISC-SHAPED ITEM OF RECORDED MEDIA	29/124,346	6/ 2/2000	D447,663 S	9/11/2001	ISSUED
STORAGE CONTAINER FOR DISC-SHAPED ITEM OF RECORDED MEDIA	29/132,557	11/10/2000	D462,864 S	9/17/2002	ISSUED

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
STORAGE CONTAINER FOR DISC-SHAPED ITEMS OF RECORDED MEDIA	09/904,264	7/12/2001	6,698,586 B2	3/ 2/2004	ISSUED
STORAGE CONTAINER FOR DISC-SHAPED ITEMS OF RECORDED MEDIA	10/693,035	10/24/2003			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	09/907,986	7/18/2001	6,626,290 B2	9/30/2003	ISSUED
DISK STORAGE CONTAINER	09/965,034	9/26/2001	6,688,463 B2	2/10/2004	ISSUED
DISK STORAGE CONTAINER	10/775,040	2/ 9/2004			PENDING
MEDIA STORAGE CONTAINER WITH INDIVIDUAL STORAGE TRAYS	29/134,417	12/20/2000	D445,626 S	7/31/2001	ISSUED
DEVICE FOR LOCKING A MEDIA DISC TO A RETAINING HUB	09/769,033	1/24/2001	6,516,945 B2	2/11/2003	ISSUED
DEVICE FOR LOCKING A MEDIA DISC TO A RETAINING HUB	10/228,409	8/26/2002	6,675,961 B2	1/13/2004	ISSUED
DEVICE FOR LOCKING A MEDIA DISC TO A RETAINING HUB	10/261,988	10/ 1/2002	6,675,962 B2	1/13/2004	ISSUED
DEVICE FOR LOCKING A MEDIA DISC TO A RETAINING HUB	10/294,059	11/14/2002	6,675,963 b2	1/13/2004	ISSUED
DEVICE FOR LOCKING A MEDIA DISC TO A RETAINING HUB	10/756,824	1/13/2004			PENDING
DEVICE FOR LOCKING A MEDIA DISC TO A RETAINING HUB	29/136,042	4/24/2001	D458,937 S	6/18/2002	ISSUED
DEVICE FOR LOCKING A MEDIA DISC TO A RETAINING HUB	29/157,507	3/19/2002	D480,090 S	9/30/2003	ISSUED

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
DEVICE FOR LOCKING A MEDIA DISC TO A RETAINING HUB	29/157,508	3/19/2002	D480,091 S	9/30/2003	ISSUED
DISC RETAINING DEVICE	401 07 180.04	8/15/2001	401 07 180.4	12/ 5/2001	ISSUED
DISC RETAINING DEVICE	401 07 244.4	8/17/2001	401 07 180.4	2/25/2002	ISSUED
DISC RETAINING DEVICE	14.851	8/16/2001	14.841	8/16/2001	ISSUED
DISC RETAINING DEVICE	14.852	8/17/2001	14.852	8/ 7/2001	ISSUED
DISC RETAINING DEVICE	2,104,185	8/17/2001	2104185	4/16/2002	ISSUED
DISC RETAINING DEVICE	2,105,910	10/29/2001	105910	4/16/2002	ISSUED
DISC RETAINING DEVICE	2,105,912	10/29/2001	2105912	4/16/2002	ISSUED
DISC RETAINING DEVICE	2,104,225	8/20/2001	2104225	6/18/2002	ISSUED
DISC RETAINING DEVICE	2,105,911	10/29/2001	2105911	6/18/2002	ISSUED
DISC RETAINING DEVICE	PA/fi/2001/0009 59	8/14/2001	15600	10/ 1/2003	ISSUED
DISC RETAINING DEVICE	PA/fi/2001/0009 75				PENDING
DISC RETAINING DEVICE	29/137,378	2/20/2001	D465,673 S	11/19/2002	ISSUED
DISC RETAINING DEVICE	29/156,063	2/20/2002	D469,268 S	1/28/2003	ISSUED
DISK RETAINING DEVICE AND TRAY	29/156,014	2/20/2002	D469,768 S	2/ 4/2003	ISSUED
DISK RETAINING DEVICE AND TRAY	29/137,380	2/20/2001	D 469,622 S	2/ 4/2003	ISSUED
STORAGE MEDIA FOR RECORDED MEDIA	10/191,088	7/ 8/2002			PENDING
STORAGE CONTAINER FOR SELF-ADMINISTERED PAP TEST	29/141,934	5/15/2001	D455,253 S	4/ 9/2002	ISSUED
MEDIA STORAGE CONTAINER	29/145,439	7/23/2001	D455,312 S	4/ 9/2002	ISSUED

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
HUB FOR HOLDING A DISC ON A CYLINDRICAL CONTAINER	29/146,671	8/14/2001	D465,350 S	11/12/2002	ISSUED
HUB FOR HOLDING A DISC ON A CYLINDRICAL CONTAINER	29/161,030	5/20/2002	D469,296 S	1/28/2003	ISSUED
HUB FOR HOLDING A DISC-SHPAED ITEM OF RECORDED MEDIA	10/272,682	10/17/2002			PENDING
MEDIA STORAGE CONTAINER	10/295,354	11/15/2002			PENDING
LOCKABLE STORAGE CONTAINER FOR RECORDED MEDIA	10/310,201	12/ 4/2002			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	10/309,907	12/ 4/2002			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	29/162,808	6/21/2002			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	PCT/US02/38962	12/ 4/2002			PENDING
LOCKABLE MEDIA STORAGE CONTAINER	10/310,263	12/ 5/2002			PENDING
LOCKABLE MEDIA STORAGE CONTAINER	02 804 511.0	12/ 5/2002			PENDING
ADJUSTABLE LITERATURE HOLDING CLIP FOR MEDIA CONTAINER	10/295,355	11/15/2002			PENDING
ADJUSTABLE LITERATURE HOLDING CLIP FOR MEDIA CONTAINER	02 786 849.6	12/ 4/2002			PENDING
MEDIA STORAGE CONTAINER WITH CURVED INNER WALLS	29/152,441	12/17/2001	D466,356 S	12/ 3/2002	ISSUED
STORAGE CONTAINER FOR RECORDED MEDIA	02721112.7	2/28/2002			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	10/081,332	2/20/2002			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	PCT/US02/05277	2/20/2002			PENDING

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
STORAGE CONTAINER FOR RECORDED MEDIA	29/161,658	5/31/2002			PENDING
MEDIA STORAGE CONTAINER WITH LETTERS SPLIT BETWEEN BASE AND LID WALLS	10/685,833	10/14/2003			PENDING
DISC HOLDING TRAY	29/173,903	1/ 7/2003	D486,668 S	2/17/2004	ISSUED
DISC HOLDING TRAY	29/199,568	2/17/2004			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	10/752,313	1/ 6/2004			PENDING
STORAGE CONTAINER FOR RECORDED MEDIA	PCT/US04/002 21	1/ 6/2004			PENDING
DISC HOLDING APPARATUS	10/380,943	3/19/2003			PENDING
DISC HOLDING APPARATUS	01972295.8	10/ 3/2001			PENDING
STORAGE CONTAINER WITH LOCKING DEVICE FOR RECORDED MEDIA	60/528,355	12/10/2003			PENDING
STORAGE CONTAINER WITH LOCKING DEVICE FOR RECORDED MEDIA					PROPOSED
LOCAKABLE MEDIA STORAGE CONTAINER	29/158,780	4/ 9/2002	D491,009	6/ 8/2004	ISSUED
TEAR RESISTANT SECURITY CONTAINER	09/208,119	12/ 9/1998	6,719,136 B1	4/13/2004	ISSUED
COMPACT DISC SECURITY CONTAINER	08/519,360	8/25/1995	5,597,068	1/28/1997	ISSUED
AUDIO CASSETTE PACKAGE	467,479	11/ 9/1984	1,234,409	3/22/1988	ISSUED
AUDIO CASSETTE CASE WITH INTERIOR BOOK PAGE					PROPOSED
RECORDED MEDIA CASE WITH ADJUSTABLE HOLD-DOWN TAB					PROPOSED
MULTI-DISK MEDIA CASE Alias: Gamestack					PROPOSED

TITLE	SERIAL NO.	FILED	PATENT NO.	ISSUED	STATUS
MEDIA CASE WITH LITERATURE POCKTES - ALIAS: THINpak Folio					PROPOSED



**SCHEDULE B**

**TRADEMARK COLLATERAL**

**Trademarks**

MARK	APP. NO.	FILED	REG. NO.	REG	STATUS
ALPHA	73/835,316	11/ 1/1989	1,635,354	2/19/1991	REGISTERED
ALPHA	781055	12/16/1998	781055	11/19/1999	REGISTERED
SQUEEZE BOX	74/047,671	4/10/1990	1,667,995	12/10/1991	REGISTERED
VIDEO CAPSULE	75/019,101	11/13/1995	2,062,257	5/13/1997	REGISTERED
DURA-CASE	75/077,254	3/22/1996	2,127,727	1/ 6/1998	REGISTERED
SECURECASE	75/368,415	10/ 6/1997	2,291,650	11/ 9/1999	REGISTERED
EZHUB	75/407,805	12/18/1997	2,354,022	5/30/2000	REGISTERED
PROGUARD	75/642,604	2/18/1999	2,579,201	6/11/2002	REGISTERED
ALPHA CASE	75/702,657	5/10/1999	2,439,343	3/27/2001	REGISTERED
ALPHA CASE AND DESIGN	75/702,655	5/10/1999	2,594,782	7/16/2002	REGISTERED
SECURE CASE & DESIGN	75/721,189	6/ 3/1999	2,415,316	12/26/2000	REGISTERED
AMARAY (STYLIZED)	75/820,973	10/12/1999	2,379,600	8/22/2000	REGISTERED
AMARAY	75/820,972	10/12/1999	2,383,214	9/ 5/2000	REGISTERED
MESCELLANEOUS DESIGN (A LOGO)	75/820,974	10/12/1999	2,421,047	1/16/2001	REGISTERED
MERCURY	75/70,980	12/13/1999	2,503,566	11/ 6/2001	REGISTERED
MERCURY & DESIGN	75/869,129	12/13/1999	2,503,563	11/ 6/2001	REGISTERED
SLIMPAK	75/877,722	12/23/1999	2,458,628	6/ 5/2001	REGISTERED
DVD APPROVED	75/908,196	2/ 3/2000	2,525,942	1/ 1/2002	REGISTERED

MARK	APP. NO.	FILED	REG. NO.	REG	STATUS
NEXPAK	75/933,095	2/23/2000	2,525,994	1/ 1/2002	REGISTERED
NEXPAK	40-2000-0013552	3/21/2000	0511829	2/ 4/2002	REGISTERED
NEXPAK	828531	3/22/2000	828531	3/22/2000	REGISTERED
NEXPAK	1570118	3/22/2000	001570118	7/11/2001	REGISTERED
NEXPAK	28051/2000	3/22/2000	4511719	10/ 5/2001	REGISTERED
NEXPAK	(89) 016070	3/24/2000			PENDING
NEXPAK	418,305	3/29/2000	679,114	11/29/2000	REGISTERED
NEXPAK	103,501	3/30/2000	066,827	10/10/2000	REGISTERED
INNOVATIVE MEDIA PACKAGING SOLUTION	76/015,512	4/ 3/2000	2,786,823	11/25/03	REGISTERED
NEXPAK	1,054,667	4/11/2000	TMA 58778	8/21/2003	REGISTERED
NEXPAK	822669943	5/ 2/2000			PENDING
NEXPAK	2000087251	6/19/2000	1622362	8/21/2001	REGISTERED
NEXLOK	76/106,653	8/10/2000	2,714,066	5/ 6/2003	REGISTERED
NEXPAK & DESIGN	95733/2000	8/31/2000	4510594	9/28/2001	REGISTERED
NEXPAK & DESIGN	1,864,875	9/ 1/2000	1,864,875	11/26/2001	REGISTERED
NEXPAK & DESIGN	1075265	9/18/2000			PENDING
SECUREPAK	481031	4/17/2001	703,250	6/20/2001	REGISTERED
WYNCASE	76/306,341	8/27/2001	2,681,821	1/28/2003	REGISTERED
MAXXPAK	2,990,729	1/14/2003	2,990,729	11/18/04	REGISTERED
NEXCASE	76/106,939	8/10/2000	2,802,755	1/ 6/2004	REGISTERED
THINPAK	76/297,661	8/13/2001	2,798,510	12/23/2003	REGISTERED

IP Security Agreement  
Schedule B-NexPak Corporation

CLI-1259485v1

**TRADEMARK**  
**REEL: 003018 FRAME: 0431**

MARK	APP. NO.	FILED	REG. NO.	REG	STATUS
ALPHA PAK	75/368,414	10/ 6/1997	2,286,313	10/ 2/1999	REGISTERED
TRIMPAK	75/659,757	3/12/1999	2,598,396	7/23/2002	REGISTERED

**SCHEDULE C**  
**DOMAIN NAMES**

None.