

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Supply One, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) 12/30/2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association

Internal _____

Address: _____

Street Address: 1600 Market Street

City: Philadelphia

State: Pennsylvania

Country: U.S.A.

Zip: 19103

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

3. Nature of conveyance:

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,646,861; 2,636,737; 2,640,597

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: David M. Perry, Esquire

Internal Address: Blank Rome LLP

9th Floor

Street Address: One Logan Square

City: Philadelphia

State: Pennsylvania Zip: 19103-6998

Phone Number: (215) 569-5767

Fax Number: (215) 832-5767

Email Address: perry@blankrome.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2555

Authorized User Name David M. Perry

9. Signature:



Signature

1/31/05

Date

David M. Perry, Esquire

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION COPY**PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement ("Agreement") is made as of the 30th day of December, 2004, by and among SUPPLYONE, INC., a Delaware corporation with its chief executive office located at 20 N. Waterloo Road, Suite 200, Devon, PA, 19333 ("SupplyOne"), VIKING-CRITERION CORPORATION, a New York corporation with its chief executive office located at 55-30 46th Street, Maspeth, NY 11378 ("Viking"; SupplyOne and Viking collectively referred to herein as "Company") and PNC Bank, National Association, in its capacity as administrative agent and collateral agent for Lenders (in each such capacity, "Agent"), having a mailing address of 1600 Market Street, Philadelphia, Pennsylvania 19103, Attn: Daniel R. Stella, Senior Vice President.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as may be amended, supplemented or modified from time to time, the "Loan Agreement") by and among SUPPLYONE, SUPPLYONE PLASTICS, INC., a Pennsylvania corporation ("Plastics"), WHITMARK PACKAGING, INC., an Arizona corporation ("Whitmark"), NATIONAL PAPER & PACKAGING INC., an Ohio corporation ("National"), MERRILL INVESTMENTS, INC., a New Mexico corporation ("Merrill"), EDDLEMAN INDUSTRIES, INC., a New Mexico corporation ("Eddleman I"), EDDLEMAN INDUSTRIES, INC., a Texas corporation ("Eddleman II"), VIKING, PACKAGING SERVICES, INCORPORATED, a Virginia corporation ("Packaging"), PACKAGING SERVICES OF CAROLINA, INC., a Virginia corporation ("Carolina"), CPD TECH PACK, INC., an Oklahoma corporation ("CPD"; SupplyOne, Plastics, Whitmark, National, Merrill, Eddleman I, Eddleman II, Viking, Packaging, Carolina, CPD each a "Borrower," and collectively, the "Borrowers"), SUPPLYONE HOLDINGS COMPANY, INC., a Delaware corporation ("Holdings") (each Borrower and Holdings, individually, an "Obligor," and Borrowers and Holdings, collectively, the "Obligors"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders") and Agent, acting as administrative agent and collateral agent for the benefit of the Lenders, under which each Obligor is granting Agent, a lien on and security interest in all of the assets of such Obligor associated with or relating to products leased or sold or services provided under all of such Obligor's now or hereafter existing or acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations with respect to) the patents, patent rights, and patent applications (collectively, the "Patents");

trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); and copyrights and copyright applications (collectively, the "Copyrights"); each as listed on Schedule A attached hereto and made part hereof (or on any amended Schedule A provided pursuant to Section 3(f) hereof), and all goodwill associated with and represented by any of the foregoing ("Goodwill") (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registrations thereof as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants to Agent a lien on and security interest in all of its present and future right, title and interest in and to the Assets and the registrations thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) are indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated.

3. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et

seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the registered Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) become the owner of or acquire rights including the rights of registration with respect to any new registered patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) become entitled to the benefit of any registered patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Company shall give Agent written notice of the acquisition by Company of any such new Assets along with an amended Schedule A listing such new Assets promptly (but in no event later than 10 Business Days) following the acquisition of any such new Assets.

4. Company further covenants that until all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement and the Loan Agreement.

5. So long as no Event of Default has occurred and is continuing under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or otherwise encumber its rights and interest in the Assets.

7. Licenses and License Rights.

(a) Schedule B attached hereto and made part hereof sets forth the information concerning all licenses pursuant to which Company has the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications (all of such licenses, the "Licenses" and all of such rights, the "License Rights"). The information set forth on Schedule B hereto includes the title and date of each such License, the name and address of the grantor/licensor and the name/title/description of the applicable patent, trademark or copyright

(and/or patent, trademark or copyright application) and the registration number and date of such patent, trademark, copyright or application. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants to Agent a lien on and security interest in all of its present and future right, title and interest in and to the Licenses and the License Rights, to the extent that such a grant does not violate the terms and provisions of the applicable License. Company covenants and agrees that, upon the request of Agent, Company shall use all commercially reasonable efforts to obtain the consent of the applicable grantor/licensor under any of the Licenses to either (x) the grant of a lien and security interest by Company to Agent in all of its present and future right, title and interest in and to the applicable License and License Rights (to the extent that the consent of such grantor/licensor is required in connection with such a grant under the terms and provisions of the applicable License) and/or (y) the recordation by Agent of its lien and security interest in Company's right, title and interest in and to the applicable License and License Rights in the United States Patent and Trademark Office and United States Copyright Office (as applicable). To the extent that a valid lien on and security interest in and to Company's right, title and interest in and to any Licenses and related License Rights is created under the provisions of this section (either because the creation of such a lien and security interest under this section would not violate the terms and provisions of the applicable License and/or because all consents of the relevant grantor/licensor required under the terms and provisions of the applicable License have been obtained), all such Licenses and related License Rights shall constitute part of the "Assets" hereunder.

(b) If, before all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall become a party to any new licenses pursuant to which Company will have the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications, Company shall give Agent written notice of the acquisition by Company of any such new license and related license rights along with an amended **Schedule B** listing such new licenses and related license rights promptly (but in no event later than 10 Business Days) following the acquisition of any such new licenses and related license rights. All such newly acquired licenses and related rights shall immediately constitute "Licenses" and "License Rights" hereunder. To the extent that either the grant of a lien on and security interest in all of Company's right, title in such new Licenses and related License Rights shall not violate the provisions of the applicable License and/or all consents of the applicable grantor/licensor required under the terms and provision of the applicable new License have been obtained, then all of such new Licenses and related License Rights shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Company covenants and agrees that the provisions of the third sentence of paragraph (a) immediately above shall apply to all such Licenses and License Rights acquired from time to time in the future.

8. If and while an Event of Default has occurred and is continuing under the Loan Agreement, Company hereby covenants and agrees that Agent, as the holder of a security interest

under the UCC may take such actions permitted under the Loan Agreement and the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During such time as an Event of Default shall have occurred and be continuing, Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else (provided that, in the case of any Assets consisting of Licenses and/or License Rights, Company would have had the right to so grant a license in the License or License Rights), or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1 or a patent assignment in the form attached hereto as Exhibit 2. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for such actions constituting the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) are indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated. Company agrees that while an Event of Default has occurred and is continuing under the Loan Agreement, Company shall be deemed to have granted a non-exclusive license to Agent to use the Assets, to the extent such grant would not render such Assets void or voidable or terminate the license or other related rights which constitute such Assets, in the exercise by Agent of its rights as a secured creditor with respect to Company's tangible property and the use by Agent of all Assets pursuant to such deemed license shall be without any liability for royalties or other related charges from Agent to Company.

9. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

10. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Credit Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

11. Upon Company's performance of all of the obligations under the Credit Documents and full and unconditional satisfaction of all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) and the termination of the Loan Agreement and the Revolving Credit Commitments, Agent shall execute and deliver to Company all documents reasonably necessary to record or register the termination of Agent's security interest in the Assets.

12. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this

transaction, the filing or recording of this or any other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the applicable Revolving Interest Rate for Domestic Rate Loans.

13. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark or patent application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) shall have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Company shall make federal application on registrable but unregistered patents, trademarks, or copyrights belonging to Company that are necessary for the conduct of the Company's business as reasonably determined by the Company. Any expenses incurred in connection with such applications shall be borne by Company. Without notice to Agent, Company shall not abandon any Patent, Trademark or Copyright that are necessary for the conduct of the Company's business as reasonably determined by the Company.

14. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

15. After the occurrence and during the continuance of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's name, but at Company's expense, and Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

16. No course of dealing between Company and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Assets, whether established hereby or by the Loan Agreement or the Other Documents, or by any other future agreements between Company and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

18. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. This Agreement, and all matters relating hereto and arising herefrom, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applied to contracts to be performed wholly within the Commonwealth of Pennsylvania.

20. Any judicial proceeding brought by or against Company with respect to any of the Obligations, this Agreement, any of the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the Commonwealth of Pennsylvania, United States of America, and, by execution and delivery of this Agreement, Company accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Company hereby waives personal service of any and all process upon it and consents that all such service of process may be made upon it in the manner provided for in Section 16.1 of the Loan agreement. Company waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Company against Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Philadelphia, Commonwealth of Pennsylvania.

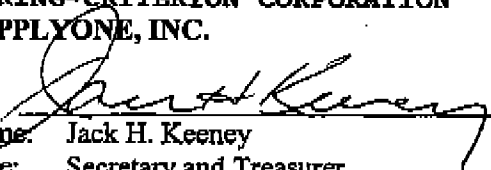
21. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

22. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one fully completed fully executed document. Signatures by facsimile shall bind the parties hereto.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks and Copyrights Security Agreement the day and year first above written.

**VIKING-CRITERION CORPORATION
SUPPLYONE, INC.**

By: 
Name: Jack H. Keeney
Title: Secretary and Treasurer

Approved and Accepted:
PNC BANK, NATIONAL ASSOCIATION
as Agent and as Lender

By: 
Name: Daniel R. Stella
Title: Senior Vice President

Signature Page to Patents, Trademarks and Copyrights Security Agreement

SCHEDULE A

Part 1

U.S. Registered Assets

PATENTS

NONE

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>	<u>Applicant</u>
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NONE

TRADEMARK REGISTRATIONS

<u>Registration Number</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>International Class</u>	<u>Registered Owner</u>
792,774	KLIMAX	July 20, 1965	05: REINFORCED SEALING TAPE WITH A GLUE ADHESIVE FACE	Viking- Criterion Corporation
2,646,861	YOUR SINGLE SOURCE FOR INNOVATIVE PACKAGING SOLUTIONS	November 5, 2002	35: WHOLESALE DISTRIBUTORSHIP FEATURING PACKAGING MATERIALS	Supply One, Inc.
2,636,737	1	October 15, 2002	35: WHOLESALE DISTRIBUTORSHIP FEATURING PACKAGING MATERIALS	Supply One, Inc.
2,640,597	1	October 22, 2002	16: CORRUGATED CARDBOARD BOXES, SEALING MATERIALS, NAMELY, ADHESIVE TAPES FOR STATIONARY OR HOUSEHOLD PURPOSES TAPE, ADDRESS LABELS	Supply One, Inc.

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>	<u>Applicant</u>
	NONE			

SCHEDULE A**Part 2****Foreign Registered Assets****PATENTS**

<u>Patent Description</u>	<u>Jurisdiction of Registration/ Patent No.</u>	<u>Issue Date</u>	<u>Registered Owner</u>
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NONE

PATENT APPLICATIONS

<u>Patent Application Description</u>	<u>Jurisdiction of Registration/ Patent Application No.</u>	<u>Date Applied</u>	<u>Application</u>
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NONE

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Jurisdiction of Registration/ Serial/Registration No.</u>	<u>Date Registered</u>	<u>Registered Owner</u>
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NONE

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>Jurisdiction of Registration/ Application No.</u>	<u>Date Applied</u>	<u>Applicant</u>
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NONE

SCHEDULE B

Licenses and License Rights

NONE

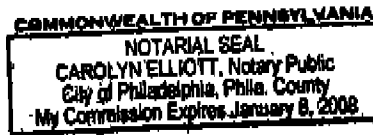
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this 30th of December, 2004, before me personally appeared Jack H. Keeney to me known and being duly sworn, deposes and says that he is the Secretary and Treasurer of SupplyOne, Inc., the Company described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Carolyn Elliott
Notary Public

My Commission Expires:



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
State OF : SS
COUNTY OF :

On this 30th day of December, 2004, before me personally appeared Daniel R. Stella to me known and being duly sworn, deposes and says that he is a Senior Vice President of PNC Bank, National Association, the Agent described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CAROLYN ELLIOTT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 8, 2008

EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT
(Trademarks)

WHEREAS, [_____], a [_____] corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, PNC Bank, National Association ("Grantee"), having a place of business at 1600 Market Street, Philadelphia, PA 19103, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights Assignment to be executed as of the ___ day of December, 2004.

[_____]

By: _____
Name:
Title:

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of December, 2004, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of [_____], and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT 2

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT

(Patents)

WHEREAS, _____, a _____ corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, PNC Bank, National Association ("Grantee"), having a place of business at 1600 Market Street, Philadelphia, PA 19103, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights Assignment to be executed as of the ___ day of December, 2004.

_____]

By: _____

Name:

Title:

By: _____

Attorney-in-fact

Witness:

EXHIBIT 2

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ___ day of December, 2004, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

SupplyOne, Inc., a Delaware corporation ("SupplyOne") and Viking-Criterion Corporation, a New York corporation ("Viking"; SupplyOne and Viking collectively the "Grantor"), hereby irrevocably authorizes PNC Bank, National Association, its successors and assigns, and any officer, employee, attorney or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under that certain Patents, Trademarks and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be from time to time amended, modified, restated, supplemented or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement), to grant or issue any exclusive or nonexclusive license with respect to the Assets to anyone else, or to assign, pledge, convey or otherwise sell or transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Revolving Credit, Term Loan and Security Agreement dated as of December 30, 2004 by and among SUPPLYONE, INC., a Delaware corporation ("SupplyOne"), SUPPLYONE PLASTICS, INC., a Pennsylvania corporation ("Plastics"), WHITMARK PACKAGING, INC., an Arizona corporation ("Whitmark"), NATIONAL PAPER & PACKAGING INC., an Ohio corporation ("National"), MERRILL INVESTMENTS, INC., a New Mexico corporation ("Merrill"), EDDLEMAN INDUSTRIES, INC. OF NEW MEXICO, a New Mexico corporation ("Eddleman I"), EDDLEMAN INDUSTRIES, INC. OF TEXAS, a Texas corporation ("Eddleman II"), VIKING CRITERION CORPORATION, a New York corporation ("Viking"), PACKAGING SERVICES, INC., a Virginia corporation ("Packaging"), PACKAGING SERVICES OF CAROLINA, INC., a Virginia corporation ("Carolina"), CPD TECH PACK, INC., an Oklahoma corporation ("CPD"; SupplyOne, Plastics, Whitmark, National, Merrill, Eddleman I, Eddleman II, Viking, Packaging, Carolina and CPD, each a "Borrower" and jointly and severally, the "Borrowers"), SUPPLYONE HOLDINGS COMPANY, INC., a Delaware corporation ("Holdings") (each Borrower and Holdings individually, an "Obligor" and Borrowers and Holdings, collectively, the "Obligors"), the financial institutions from time to time parties thereto ("Lenders") and Grantee, acting as administrative agent and collateral agent for the benefit of the Lenders, as it may hereafter be from time to time amended, modified, restated, supplemented or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this ____ day of December, 2004.

By: _____
Name:
Title:

Signature Page to Power of Attorney

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ___ of December, 2004, before me personally appeared _____, to me known and being duly sworn, deposes and says that s/he is _____ of _____, the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Notary Public

My Commission Expires:



Phone: (215) 569-5767
 Fax: (215) 832-5767
 Email: perry@blankrome.com

January 31, 2005

VIA FACSIMILE (703) 306-5995

Mail Stop Assignment Recordation Services
 Director of the U.S. Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450

Dear Sir:

Enclosed for recordation is an "Assignment for Security" showing the security interest pledge of the below-referenced marks from Supply One, Inc. ("Conveying Party" or "Obligor"), to PNC Bank, National Association ("Receiving Party" or "Agent"). This security agreement and attached recordation cover sheet applies to the following registrations:

Mark	Registration Number	Registration Date
YOUR SINGLE SOURCE FOR INNOVATIVE PACKAGING SOLUTIONS	2,646,861	11/05/2002
1 and Design	2,636,737	10/15/2002
1 and Design	2,640,597	10/22/2002

Please charge all fees due in connection with the filing of this security agreement to our Deposit Account Number 02-2555. Should any questions arise concerning the recordation of this document, kindly contact me at (215) 569-5767.



Assignment Branch
 January 31, 2005
Page 2

Please send all correspondence and the original document stamped with reel and frame numbers to the following address:

David M. Perry, Esquire
 Blank Rome LLP
 One Logan Square
 Philadelphia, Pennsylvania 19103-6998
 Facsimile: (215) 832-5767

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink that reads "David M. Perry". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

DAVID M. PERRY

DMP:mja
 Enclosures
 cc: Frederick A. Avila, Esquire
 Pauline C. Edelman, Esquire

CERTIFICATE OF FACSIMILE

I hereby certify that this correspondence is being transmitted via facsimile to (703)306-5995 addressed to the Director of the USPTO, Assignment Recordation Services, P.O. Box 1450, Alexandria, Virginia 22313-1450, on January 31, 2005.

A handwritten signature in black ink that reads "Merilee J. Arevalo". The signature is cursive and somewhat stylized.

Merilee J. Arevalo



FAX TRANSMITTAL FORM

Date: January 31, 2005

	TO:	FIRM:	FAX NO.:	CONFIRMATION NO.:
1.	Mail Stop Assignment Recordation Services	U.S. Patent and Trademark Office	(703) 306-5995	

From:	Merilee J. Arevalo Paralegal
Phone:	(215) 569-5798
Fax:	(215) 832-5798
Email:	Arevalo@blankrome.com
Atty No.:	2359

# of Pages: (include cover)	26
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Client/Matter #:	074658-01197
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CONFIDENTIALITY NOTE:

The documents accompanying this fax transmission contain information, which may be confidential and/or legally privileged, from the law firm of Blank Rome LLP. The information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this faxed information is strictly prohibited, and that the documents should be returned to this firm immediately. If you have received this in error, please notify us by telephone immediately at the number listed above, collect, so that we may arrange for the return of the original documents to us at no cost to you. The unauthorized disclosure, use, or publication of confidential or privileged information inadvertently transmitted to you may result in criminal and/or civil liability.

TRANSMITTED BY:	DATE SENT:	TIME SENT:	TIME CALLED:
BUSY:	NO ANSWER:	WRONG NUMBER:	NO CONNECTION:

One Logan Square 18th & Cherry Streets Philadelphia, PA 19103
215.569.5500 Fax: 215.569.5555

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