

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
Atlantis Plastic Films, Inc.		03/22/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York, as Agent		
Street Address:	600 East Las Colinas Blvd.		
Internal Address:	Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Bank Corporation:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1859167	PRO-LABEL	
Registration Number:	2313280	STA-DRI	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.863.7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		

OP \$65.00 1859167

Date:

03/28/2005

Total Attachments: 5

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THE LIENS, RIGHTS AND INTERESTS OF AGENT AND LENDERS (EACH AS DEFINED HEREIN) EVIDENCED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF MARCH 22, 2005, EXECUTED BY GRANTOR (AS DEFINED HEREIN), CERTAIN OF GRANTOR'S AFFILIATES, MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC. ("FIRST LIEN AGENT") AND AGENT (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"). GRANTOR SHALL NOT BE REQUIRED TO TAKE ANY ACTION OR REFRAIN FROM TAKING ANY ACTION HEREUNDER TO THE EXTENT THAT SUCH ACTION OR INACTION CONFLICTS WITH ANY ACTION OR INACTION REQUIRED TO BE TAKEN BY GRANTOR FOR THE BENEFIT OF OR AT THE DIRECTION OF FIRST LIEN AGENT.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2005, by Atlantis Plastic Films, Inc., a Delaware corporation ("Grantor"), in favor of The Bank of New York, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof, by and among Atlantis Molded Plastics, Inc., Atlantis Films, Inc., Rival Plastics, Inc., Atlantis Plastics Injection Molding, Inc., Pierce Plastics, Inc., Extrusion Masters, Inc. (collectively, "Borrowers"), Grantor, the other Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as amended, restated, amended and restated supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Term Loan to Borrowers;

WHEREAS, Agent and Lenders are willing to make the Term Loan as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have duly executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as amended, restated, amended and restated supplemented or otherwise modified from time to time, 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 contained herein 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 the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, a continuing second 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 registrations, extensions or renewals 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;

provided, however, that the Trademark Licenses shall not include any licenses or other contracts to the extent that the granting of a security interest therein would constitute a breach thereof or is prohibited thereby and such breach or prohibition is not ineffective under Sections 9-406(d), 9-407, 9-408 or 9-409 of the Code; provided, further that (x) all Accounts arising under such licenses or other contracts shall be included in the Collateral and (y) the Collateral shall include all payments and other property received or receivable in connection with any sale or other disposition of such licenses or other contracts.

3. Security Agreement. The second priority security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the second priority security interests granted to Agent, for itself and the ratable benefit of Lenders, pursuant to the Security Agreement and the second priority security interests granted herein secure the same obligations as the second priority security interests granted 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 Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATLANTIS PLASTIC FILMS, INC.

By: Paul G. Saari
Name: PAUL G. SAARI
Title: SENIOR VP & CFO

**ACCEPTED AND ACKNOWLEDGED BY:
THE BANK OF NEW YORK, as Agent**

By: _____
Name: _____
Title: _____

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.

ATLANTIS PLASTIC FILMS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
THE BANK OF NEW YORK, as Agent

By: *Fred B. Casman, Jr.*
Name: *Fred B. Casman, Jr.*
Title: *Vice President*

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

TRADEMARK REGISTRATIONS

<u>Mark Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
Pro-Label	1,859,167	10/18/94
Sta-Dri	2,313,280	3/26/97

TRADEMARK APPLICATIONS

<u>Application Description</u>	<u>Application No.</u>	<u>Application Date</u>
None		

TRADEMARK LICENSES

None.