

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Inteplast Group, Ltd.		05/02/2005	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Chiao Tung Bank, Silicon Valley Branch
<b>Street Address:</b>	333 W. San Carlos Street, Suite 100
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95110
<b>Entity Type:</b>	CORPORATION: CHINA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2786606	INTEPLUS
Registration Number:	2825074	INTECEL
Registration Number:	2794892	INTEPRO
Registration Number:	2773751	INTEFOAM
Registration Number:	2724251	TUF BOARD
Registration Number:	2713836	IDEAL PRO-LINE
Registration Number:	2447621	DRAW-TUFF
Serial Number:	78526864	GET REDDI
Serial Number:	78422750	P AMTOPP X-TREME
Serial Number:	76402114	GRIP 'N GO

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

CH \$265.00 2786606

Phone: 415 268 6327  
Email: rlal@mofo.com  
Correspondent Name: Lynn M. Humphreys  
Address Line 1: Morrison & Foerster LLP, 425 Market St.  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	05/04/2005

**Total Attachments: 12**

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 2, 2005, is made between INTEPLAST GROUP, LTD., a Texas limited partnership (the "Grantor"), and CHIAO TUNG BANK, SILICON VALLEY BRANCH, as agent for the Banks referred to below (in such capacity, the "Agent").

The Grantor, certain financial institutions as lenders (the "Banks"), Chiao Tung Bank, Silicon Valley Branch, as issuer of letters of credit for the account of the Grantor (in such capacity, the "Issuing Bank"), the arranger, and the Agent, are parties to a Secured Revolving Credit, Term Loan and Letter of Credit Agreement dated as of March 31, 2005 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"). It is a condition precedent to the borrowings and the issuance of letters of credit under the Credit Agreement that the Grantor enter into this Agreement and grant to the Agent, for itself and for the ratable benefit of the Issuing Bank and the Banks, the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

**SECTION 1 Definitions; Interpretation.**

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" means the indebtedness, liabilities and other obligations of the Grantor to the Agent, the Issuing Bank and the Banks under or in connection with the Credit Agreement, the Notes, the Letters of Credit and the other Loan Documents, including all unpaid principal of the Loans, all L/C Obligations, all interest accrued thereon, all fees due under the Credit Agreement and all other amounts payable by the Grantor to the Agent, the Issuing Bank and the Banks thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against Grantor of any Insolvency Proceeding naming such Person as the debtor in such proceeding.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation set forth in Section 1.03 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

## SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby assigns, transfers and conveys to the Agent, and grants a security interest in and mortgage to the Agent, for itself and on behalf of and for the ratable benefit of the Issuing Bank and the Banks, all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedules A and B), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule C and D), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Grantor acknowledges that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to the Issuing Bank, each Bank and the Agent that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and/or registrations owned by the Grantor, in whole or in part, is set forth in Schedule A.

(b) Patents Applications. A true and correct list of all of the existing Collateral consisting of U.S. patent applications owned by the Grantor, in whole or in part, is set forth in Schedule B.

(c) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks and/or trademark registrations owned by the Grantor, in whole or in part, is set forth in Schedule C.

(d) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks applications owned by the Grantor, in whole or in part, is set forth in Schedule D.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Agent may record this Agreement, an abstract thereof, or any other document describing the Agent's interest in the Collateral with the PTO, at the expense of the Grantor.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Agent, if and when the Grantor shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Agent prompt notice thereof. The Grantor shall do all things deemed necessary or advisable by the Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Agent in such future acquired Collateral. The Grantor hereby authorizes the Agent to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to

cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7 Agent Appointed Attorney-in-Fact. The Agent shall have the right to, in the name of the Grantor, or in the name of the Agent or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Agent (and any of the Agent's officers or employees or agents designated by the Agent) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Agent: (i) to sign and file in the name of the Grantor any financing statement (with or without Grantor's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Agent's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Agent may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or, after the occurrence of any Event of Default, institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for the Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Banks have any Commitments or the Secured Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Agent Performance of Grantor Obligations. The Agent may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Agent on demand for any amounts paid by the Agent pursuant to this Section 8.

SECTION 9 Agent's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence of any Event of Default, the Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor

agrees that the Agent shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Agent's rights or remedies upon or after the occurrence of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Agent deems necessary or advisable, in the name of the Grantor or the Agent, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all documents required by the Agent in aid of such enforcement.

SECTION 11 Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including by email or facsimile transmission) and shall be mailed, sent or delivered at or to the address, email address or facsimile number of the respective party or parties set forth on the signature pages hereof, or at or to such other address, email address or facsimile number as such party or parties shall have designated in a written notice to the other party or parties. All such notices and communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been (i) delivered by hand; (ii) sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class (or air mail, with respect to communications to be sent to or from the United States), postage prepaid; (iii) sent by facsimile transmission; or (iv) sent by email.

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of the Agent to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent.

SECTION 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Agent, the Issuing Bank and each Bank and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 14 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.**

SECTION 15 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 16 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 18 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Sections 1.02 and 1.03 and Article XIII thereof, such provisions are incorporated herein by this reference.

SECTION 19 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 20 Termination. Upon the termination of the Commitments of the Banks, the surrender of the Letters of Credit and payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and the Agent shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Agent hereunder, including cancellation of this Agreement by written notice from the Agent to the PTO.

[Signature on Following Page]

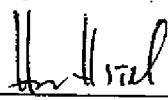


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,  
as of the date first above written.

THE GRANTOR

INTEPLAST GROUP, LTD., a Texas limited  
partnership

BY: AMTOPP CORPORATION, its  
Managing General Partner

By:   
Name: Homer Hsieh  
Title: President

Address:

c/o Formosa Plastics Corporation  
9 Peach Tree Hill Road  
Livingston, New Jersey 07039  
Attn.: T.Y. Liao and Lucy Hsieh  
Fax No.: (973) 992-8284  
Email: tliao@fpcusa.com and  
yhshieh@fpcusa.com

THE AGENT

CHIAO TUNG BANK, Silicon Valley Branch,  
as Agent

By: \_\_\_\_\_  
Name: Peter L.Y. Tseng  
Title: Senior V.P. and General Manager

Address:

333 W. San Carlos Street, Suite 100  
San Jose, California 95110  
Attn.: Peter L.Y. Tseng, Senior Vice President  
and General Manager  
Fax No.: (408) 283-1678  
Email: ctbsvb@aol.com

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

THE GRANTOR

INTEPLAST GROUP, LTD., a Texas limited  
partnership

BY: AMTOPP CORPORATION, its  
Managing General Partner

By: \_\_\_\_\_  
Name: Homer Hsieh  
Title: President

Address:

c/o Formosa Plastics Corporation  
9 Peach Tree Hill Road  
Livingston, New Jersey 07039  
Attn.: T.Y. Liao and Lucy Hsieh  
Fax No.: (973) 992-8284  
Email: tliao@fpcusa.com and  
yhsieh@fpcusa.com

THE AGENT

CHIAO TUNG BANK, Silicon Valley Branch,  
as Agent

By: \_\_\_\_\_  
Name: Peter L.Y. Tseng  
Title: Senior V.P. and General Manager

Address:

333 W. San Carlos Street, Suite 100  
San Jose, California 95110  
Attn.: Peter L.Y. Tseng, Senior Vice President  
and General Manager  
Fax No.: (408) 283-1678  
Email: ctbsvb@aol.com

SCHEDULE A  
to the Patent and Trademark Security Agreement

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
US 6,759,114	7/6/2004	Inteplast Group, Ltd.	Light weight board of improved surface flatness and process for production thereof
US 6,481,594	11/19/2002	Inteplast Group, Ltd.	Roll mounted T-shirt style produce bag and dispensers for same
US 6,382,429	5/7/2002	Inteplast Group, Ltd.	Adapter for dispensing rack for T-shirt style bags with rupturable tab opening
US 6,149,007	11/21/2000	Inteplast Group, Ltd.	Central handled co-extruded stiff polyethylene bag stack and method of making same
US 6,079,877	6/27/2000	Inteplast Group, Ltd.	Plastic bag with triangular cut tabs
US 5,979,655	11/9/1999	Inteplast Group, Ltd.	Plastic bag stack with special tab opening
US 5,967,662	10/19/1999	Inteplast Group, Ltd.	Instant pull T-shirt bag stack and method of manufacturing same
US 6,481,594	11/19/2002	Inteplast Group, Ltd.	Roll mounted T-shirt style produce bag and dispensers for same

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SCHEDULE B  
to the Patent and Trademark Security Agreement

Pending U.S. Patent Applications of the Grantor

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
US20040222542A1	11/11/2004	Inteplast Group, Ltd.	Method of making light weight board of improved mechanical strength
US20030215613A1	11/20/2003	Inteplast Group, Ltd.	Light weight board of improved surface flatness and process for production thereof
US20020160896A1	10/31/2002	Inteplast Group, Ltd.	Roll mounted t-shirt style produce bag method for making and dispenser for same
US20020125594A1	09/12/2002	Inteplast Group, Ltd.	Method of manufacturing wood-like polyvinyl chloride boards of low density and improved properties and resulting product
US20050031384A1	02/10/2005	Inteplast Group, Ltd.	Image forming apparatus for recording on two sides in a single pass

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SCHEDULE C  
to the Patent and Trademark Security Agreement

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
2786606	11/25/2003	1/9/2003	Inteplast Group, Ltd.	INTEPLUS
2825074	3/23/2004	11/26/2002	Inteplast Group, Ltd.	INTECEL
2794892	12/16/2003	1/9/2003	Inteplast Group, Ltd.	INTEPRO
2773751	10/14/2003	12/13/2002	Inteplast Group, Ltd.	INTEFOAM
2724251	6/10/2003	6/18/2002	Inteplast Group, Ltd.	TUF BOARD
2713836	5/6/2003	11/3/1999	Inteplast Group, Ltd.	IDEAL PRO-LINE
2447621	5/1/2001	11/8/1999	Inteplast Group, Ltd.	DRAW-TUFF

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SCHEDULE D  
to the Patent and Trademark Security Agreement

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
78526864	1/9/2003	Inteplast Group, Ltd.	GET REDDI
78422750	5/21/2004	Inteplast Group, Ltd.	AMTOPP X-TREME
76402114	5/1/2002	Inteplast Group, Ltd.	GRIP 'N GO

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