

**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
MATRIX PACKAGING INC.		06/15/2005	CORPORATION: ONTARIO

**RECEIVING PARTY DATA**

Name:	THE BANK OF NOVA SCOTIA, as agent
Street Address:	40 King Street West
Internal Address:	62nd Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5W 2X6
Entity Type:	a Canadian chartered bank:

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2864971	MATRIX PACKAGING INC.
Registration Number:	2158092	MATRIX
Registration Number:	2817354	TURNING CREATIVE IDEAS INTO QUALITY PRODUCTS
Registration Number:	2291822	MATRIX PACKAGING INC.

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-701-7237  
 Email: cdore@mayerbrownrowe.com  
 Correspondent Name: Christopher Dore  
 Address Line 1: 71 South Wacker Drive  
 Address Line 2: Mayer Brown Rowe & Maw LLP  
 Address Line 4: Chicago, ILLINOIS 60606-4637

DOMESTIC REPRESENTATIVE

**900027560**

**TRADEMARK  
 REEL: 003114 FRAME: 0108**

**OP \$115.00 2864971**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Christopher Dore

Signature:

/Christopher Dore/

Date:

06/30/2005

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, renewed or otherwise modified from time to time, this "Agreement") dated as of June 15, 2005, is between Matrix Packaging Inc., an Ontario corporation (the "Guarantor") and The Bank of Nova Scotia, in its capacity as agent for the Lenders referred to below (in such capacity, the "Agent").

### W I T N E S S E T H:

WHEREAS, the Guarantor and Tricor (Matrix) Acquisition U.S. Company Inc., a Delaware corporation (collectively referred to herein as, the "Borrowers") have entered into a Credit Agreement dated as of June 15, 2005 (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (the "Lenders") and the Agent, pursuant to which the Lenders have agreed to make loans to, to issue or participate in letters of credit for the account of, and to make other financial accommodations to, the Borrowers;

WHEREAS, the Guarantor has executed and delivered a guarantee (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Guarantee") of all obligations of Tricor (Matrix) Acquisition U.S. Company Inc. under the Credit Agreement and certain other obligations; and

WHEREAS, the obligations of the Guarantor under the Guarantee are to be secured pursuant to this Agreement and a General Security Agreement, dated of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Credit Agreement.
2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby assigns to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a continuing security interest in, the Guarantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations listed on Schedule I hereto); books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by the Guarantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Obligations (other than contingent indemnification Obligations to the extent no claims giving rise thereto have been asserted) and the termination of all Commitments of the Lenders under the Credit Agreement, the Agent shall, at the Guarantor's expense, execute and deliver to the Guarantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.


5. Acknowledgment. The Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be fully performed in such State. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

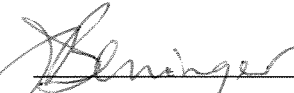
**GUARANTOR:**


MATRIX PACKAGING INC.

By:   
Title: Chief Financial Officer

**AGENT:**

THE BANK OF NOVA SCOTIA, as Agent

By:   
Title: Jim Beninger  
Director

By:   
Title: Jim Decker  
Associate Director

SCHEDULE I  
to  
Trademark Security Agreement

**REGISTERED TRADEMARKS AND SERVICE MARKS**

<b><u>Jurisdiction</u></b>	<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Registration</u></b>	<b><u>Number</u></b>
Canada	Matrix Packaging Inc.	“Matrix Packaging Inc.” and Design	July 5, 2004	TMA614,061
Canada	Matrix Packaging Inc.	“Turning creative ideas into quality products”	June 25, 2004	TMA613,644
United States	Matrix Packaging Inc.	“Matrix Packaging Inc.” and Design	July 20, 2004	2,864,971
United States	Matrix Packaging Inc.	“Matrix”	May 19, 1998	2,158,092
United States	Matrix Packaging Inc.	“Turning creative ideas into quality products”	Feb 24, 2004	2,817,354
United States	Matrix Packaging Inc.	“Matrix Packaging Inc.”	Nov. 16, 1999	2,291,822