

08-16-2005

Form PTO-1394 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

8-12-05

RECORD# 103062837  
**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):**

Kapak Company LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other A Limited Liability Company

Citizenship (see guidelines) Minnesota

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: National City Bank, As Agent

Internal Address: ATTN: Steve Bloemer, Fifth Floor

Street Address: One East Fourth Street

City: Cincinnati

State: OH

Country: United States of America Zip: 45202

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other a national banking association 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 /Execution Date(s) :**

Execution Date(s) May 27, 2005

- 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)  
FLEXIBOWL (Intent-to-Use); Serial No. 76/551,958  
FLEXI-FREE; Serial No. 78/351,342

B. Trademark Registration No.(s)  
Please see attached list.

Additional sheet(s) attached?  Yes  No

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

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

Name: Ann G. Robinson

Internal Address: Frost Brown Todd LLC

Street Address: 2200 PNC Center  
201 East Fifth Street

City: Cincinnati

State: OH Zip: 45202

Phone Number: (513) 651-6128

Fax Number: (513) 651-6981

Email Address: arobinson@fbtlaw.com

**6. Total number of applications and registrations involved:**

14

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 560.00**

- 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 \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

8/9/05  
Date

Ann G. Robinson, Reg. No. 39,820

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/15/2005 ECDOPER 00000164 76551958

01 FC:8521  
02 FC:8522

40.00 OP  
325.00 OP

Refund Ref: 08/15/2005 ECDOPER 000016553

CHECK Refund Total: \$195.00

TRADEMARK  
REEL: 003207 FRAME: 0613

**Continuation of 4B, Recordation Form Cover Sheet**

<b>Trademark</b>	<b>Description</b>	<b>Registration No.</b>
DESIGN MARK (POUCH)	Packaging materials, namely, flexible plastic pouches with reclosable cap for flowable goods; Manufacture of flexible plastic pouches to be filled with flowable goods to order and specification of others	2,305,072
EZ ZIP RESEALABLE PACKAGING & Design	Multi-purpose plastic resealable pouches	2,368,965
EASI-FILL	Machine for filling a sealable pouch with liquid or solid material	1,302,176
EASI-FILL	Machine for filling a sealable pouch with liquid or solid material	1,633,714
E-Z-ZIP	Multi-purpose plastic resealable pouches	1,642,051
K& Bell Design	Plastic bags and plastic pouches for general use; multi-purpose plastic resealable pouches; resealable plastic pouches for dispensing powders, granulars, and other flowable goods for commercial use; flexible plastic bags with gusset in base for packaging; envelopes and plastic bags for packing; and mailing and delivery packages	2,429,783
KAPAK	Plastic bags and plastic pouches for general use	1,623,731
PIGGYPAK	Toy plastic coin banks	1,443,395
POWER WAVE-SEAL & Design	Custom manufacture of flexible plastic pouches to be filled with flowable goods to order and specification of others	2,356,485
RIP-STRIP	Envelopes and plastic bags for packing	1,621,182
SHAKERPAK (Stylized)	Resealable plastic pouches for dispensing powders, granulars and other flowable solids for commercial use	2,468,062
SILVER BULLET PAK	Mailing and delivery packages	1,461,886
STANDPAK	Flexible plastic bags with gusset in base for packaging	1,625,960

CinLibrary 6987704.0378159 1531268v.1

**AMENDMENT AND SUPPLEMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amendment and Supplement to Intellectual Property Security Agreement (the "Amendment") dated as of May 27, 2005 supplements and amends the Intellectual Property Security Agreement dated as of January 13, 2005 between **Ampac Plastics, LLC, Ampac Paper, Inc., Ampac Mobile Holdings, LLC, Tulsack, Inc., f/k/a Denmark Products, Inc., Ampac Security Products, LLC f/k/a Ampac Innopac, LLC, Ampac Spanish Fork, LLC, and Ampac Flexicon, LLC** (individually and collectively, the "Debtor") and The Provident Bank, as Agent, predecessor to National City Bank, as Agent (the "Agreement") as follows:

1. Unless specifically defined otherwise herein, all defined terms used herein shall have the same meanings ascribed to such terms in the Agreement.
2. The Agreement is amended by adding **Kapak Company LLC**, a Minnesota limited liability company ("Kapak") as a Debtor under the Agreement. Kapak and the other parties to the Agreement shall be referred to individually and collectively as the Debtor.
3. Exhibit A of the Agreement is amended to add the intellectual property set forth on Exhibit A attached hereto. Exhibit B of the Agreement is amended to add the intellectual property set forth on Exhibit B attached hereto. Such additional intellectual property is referred to herein as the "Additional Collateral".
4. Kapak and each Debtor hereby affirm and acknowledge the grant of a security interest in the Additional Collateral contained in the Agreement and hereby grant to Agent a first priority lien and security interest in the Additional Collateral listed on Exhibits A and B and all proceeds thereof.
5. Kapak and each Debtor hereby acknowledge, agree and confirm that, by execution of this Amendment, the Additional Collateral constitute "Collateral" under and is subject to the Agreement. Each of the representations and warranties with respect to Collateral contained in the IP Security Agreement is hereby made by Kapak and each Debtor with respect to the Additional Collateral.
5. Except as specifically modified herein, the Agreement shall remain in full force and effect as originally written.
6. This Amendment is effective as of May 27, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and date first written above.

SIGNATURE PAGE FOLLOWS

AMPAC PLASTICS, LLC

AMPAC PAPER, INC.

AMPAC MOBILE HOLDINGS, LLC


TULSACK, INC. f/k/a DENMAR  
PRODUCTS, INC.

AMPAC SECURITY PRODUCTS, LLC f/k/a  
AMPAC INNOPAC, LLC

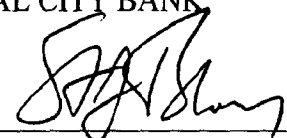
AMPAC SPANISH FORK, LLC

AMPAC FLEXICON, LLC

KAPAK COMPANY LLC

By:   
Jonathan C. Dill  
Chief Financial Officer

NATIONAL CITY BANK  
as Agent

By:   
Steven J. Bloemer  
Vice President