

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
Exopack-Technology, LLC		01/31/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as U.S. Agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	621336	TRIM TOWN
Registration Number:	2413945	SAFE T STRIP
Registration Number:	2765641	EXOPACK
Registration Number:	2765640	
Registration Number:	2846598	EXPRESSPV
Registration Number:	2666057	THE NEW WAY TO THINK FILM
Registration Number:	1356584	TENO SPIN
Registration Number:	2680175	PLASSEIN INTERNATIONAL
Registration Number:	2876019	PLASSEIN INTERNATIONAL
Registration Number:	2878251	PLASSEIN INTERNATIONAL
Serial Number:	78619093	SEAL 'N VENT
Serial Number:	78619213	SEAL 'N VENT
Serial Number:	78303799	SHUR-SEAL

CH \$390.00 621336

Serial Number:	78478784	CRYSTALFLEX
Serial Number:	78482371	CRYSTALFLEX

CORRESPONDENCE DATA

Fax Number: (404)572-5149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2533
Email: jbalcita@kslaw.com
Correspondent Name: Jeffrey P. Balcita
Address Line 1: 191 Peachtree Street
Address Line 2: 49th Floor
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	09631.015009
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/s/ Jeffrey P. Balcita
Date:	02/02/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2006, by EXOPACK-TECHNOLOGY, LLC, a California limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent (in such capacity, "US Agent") for itself, GE CANADA FINANCE HOLDING COMPANY, a Nova Scotia unlimited liability company ("Canadian Agent", together with US Agent, the "Agents"), and the Lenders from time to time signatory to the Credit Agreement hereinafter defined ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Exopack, LLC, a Delaware limited liability company ("Exopack"), Cello-Foil Products, Inc., a Michigan corporation ("Cello-Foil" and together with Exopack each, individually, a "US Borrower" and, collectively and jointly and severally, the "US Borrowers"), and Exopack-Newmarket, Ltd., an Ontario corporation ("Canadian Borrower", and together with the US Borrowers, each individually a "Borrower" and collectively (but no jointly and severally) the "Borrowers"), the Persons named therein as Credit Parties, US Agent, Canadian Agent and the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, US Agent, Canadian Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to US Agent, for itself, Canadian Agent and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to US Agent, for itself, Canadian Agent and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained 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 Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to US Agent, on behalf of itself, Canadian Agent and Lenders, a

continuing first 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 goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) 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.

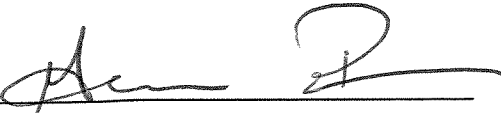
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to US Agent, on behalf of itself, Canadian Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of US 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.

4. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[signature page follows]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Name: Gina Provenzale
Title: Vice President
Duly Authorized Signatory

[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT - EXOPACK-
TECHNOLOGY]

TRADEMARK
REEL: 003239 FRAME: 0558

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

Registered Trademarks

REG. NO.	REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
621,336	02/14/1956	US	TRIM TOWN and Design	Registered on 02/14/1956; First Renewal 02/14/1976; Second Renewal 02/05/1996; Third Renewal due 02/14/2006. THIS REGISTRATION WILL BE ALLOWED TO VOLUNTARILY CANCEL AND WILL NOT BE RENEWED.
2,413,945	12/19/2000	US	SAFE T STRIP	Registered on 12/19/2000; SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 12/19/2006
2,765,641	09/16/2003	US	EXOPACK	SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 09/16/2009
2,765,640	09/16/2003	US	Sphere Design	SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS USE 09/16/2009
2,846,598	05/25/2004	US	EXPRESSPV (Stylized)	SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 05/25/2010
2,666,057	12/24/2002	US	THE NEW WAY TO THINK FILM	SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 12/24/2008
1,356,584	08/27/1985	US	TENO SPIN	Renewal due 8/27/05. THIS REGISTRATION WILL BE ALLOWED TO VOLUNTARILY CANCEL AND WILL NOT BE RENEWED.
2,680,175	01/26/2003	US	PLASSEIN INTERNATIONAL (Classes 35 & 42)	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 01/28/2009. REGISTRATION WILL NOT BE MAINTAINED ANY FURTHER.
2,876,019	08/24/2004	US	PLASSEIN INTERNATIONAL (Classes 16 & 22)	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 08/24/2010. REGISTRATION WILL NOT BE MAINTAINED ANY FURTHER.
2,878,251	08/31/2004	US	PLASSEIN INTERNATIONAL (Class 16)	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 08/31/2010. REGISTRATION WILL NOT BE MAINTAINED ANY FURTHER.
632,709	02/14/2005	CANADA	Sphere Design (Classes 16 and 35)	Renewal due 02/14/2020
1,113,761	8/24/2001 (filing date)	CANADA	EXOPACK	Allowed on 7/29/2005; Declaration of Use and Registration Fee due 01/29/2006
1,161,578	12/09/2002 (filing date)	CANADA	EXPRESSPV (Stylized)	Allowed on 07/04/2005; Declaration of Use and Registration Fee due 01/04/2006
740,608	01/28/2002	MEXICO	Sphere Design (Class 16)	Renewal due 01/28/2012
791,018	02/03/2003	MEXICO	Sphere Design (Class 39)	Renewal due 02/03/2013
771,990	01/28/2002	MEXICO	EXOPACK (Class 16)	Renewal due 01/28/2012
787,841	04/24/2003	MEXICO	EXOPACK (Class 39)	Renewal due 02/03/2013
793,780	12/11/2002	MEXICO	EXPRESSPV (Stylized)	Renewal due 12/11/2012
541,323	11/25/2003	MEXICO	THE NEW WAY TO THINK FILM	Renewal 04/12/2012

Pending Applications

SERIAL NO.	FILE DATE	COUNTRY	NAME	STATUS/NEXT ACTION
78/619,093	04/28/2005	US	SEAL 'N VENT (Class 16)	Application will be published for opposition 1/24/2006.
78/619,213	04/28/2005	US	SEAL 'N VENT & design (Class 16)	Application will be published for opposition 1/24/2006.
78/303,799	09/22/2003	US	SHUR-SEAL (Class 16)	Application published for opposition Extension

SERIAL NO.	FILE DATE	COUNTRY	NAME	STATUS/NEXT ACTION
				of time to oppose filed and no opposition filed within extended time period. Awaiting further PTO action.
78/478,784	09/03/2004	US	<u>CRYSTALFLEX</u>	Non-Final Office Action mailed 03/31/2005 due 09/30/2005; APPLICATION INTENTIONALLY ABANDONED.
78/482,371	09/13/2004	US	CRYSTALFLEX & design	Non-Final Office Action mailed 03/31/2005; due 09/30/2005; APPLICATION INTENTIONALLY ABANDONED.