

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
Cello-Foil Products, Inc.		01/31/2006	CORPORATION:
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: 1			
Property Type	Number	Word Mark	
Registration Number:	635356	CF	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2006, by CELLO-FOIL PRODUCTS, INC., a Michigan corporation ("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 Grantor, Exopack, LLC, a Delaware limited liability company ("Exopack" and together with Grantor, 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 Grantor and the other Borrowers party thereto;

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.

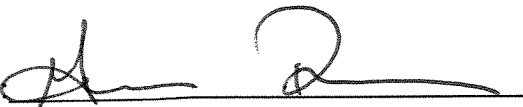
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to US Agent, on behalf of itself, Canadian Agent and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms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

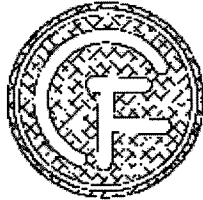
GENERAL ELECTRIC CAPITAL
CORPORATION

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

[SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT - CELLO-
FOIL]

TRADEMARK
REEL: 003239 FRAME: 0571

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

FILE/TASK NO.	SERIAL NO. REG. NO.	FILE DATE REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
025635.000010	0635,356	10/9/1956	US		Renewal due 10/10/1996.