

10-24-05

11-03-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

001 24 2005

RECC
103113400
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):
TPG Enterprises, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached? Yes No

Name: Goldman Sachs Credit Partners, L.P., as Collateral
Internal
Address: _____
Street Address: 85 Broad Street
City: New York
State: New York
Country: USA Zip: 10004

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ 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) 10/13/2005

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) _____
B. Trademark Registration No.(s) 2,746,634

Additional sheet(s) attached? Yes No

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

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

Name: Deborah Taylor
Internal Address: c/o Latham & Watkins LLP
Street Address: 633 West Fifth Street, Suite 4000
City: Los Angeles
State: CA Zip: 90071
Phone Number: 213-485-1234
Fax Number: 213-891-8763
Email Address: deborah.taylor@lw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

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 11/03/2005 MUELLER 00000000 2746634
Authorized 11/03/2005 40.00

9. Signature: Deborah Taylor October 21, 2005
Signature Date

Deborah E. Taylor Total number of pages including cover sheet, attachments, and document: 10
Name of Person Signing

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

TRADEMARK
REEL: 003245 FRAME: 0256

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 13, 2005 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of Exopack Technology, LLC, Cello-Foil Products, Inc., TPG Enterprises, Inc., and TPG (US), Inc. (collectively, "Grantors") and Goldman Sachs Credit Partners L.P., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of October 13, 2005 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

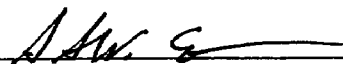
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXOPACK TECHNOLOGY, LLC

By: 
Name: Scott Edwards
Title: Vice President and Assistant Secretary

CELLO-FOIL PRODUCTS, INC.

By: _____
Name: Kevin Calhoun
Title: Vice President

TPG ENTERPRISES, INC.

By: _____
Name: Kevin Calhoun
Title: Vice President

TPG (US), INC.

By: _____
Name: Kevin Calhoun
Title: Vice President

[Additional Signature Page to Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXOPACK TECHNOLOGY, LLC

By: _____
Name: Scott Edwards
Title: Vice President and Assistant Secretary

CELLO-FOIL PRODUCTS, INC.

By:  _____
Name: Kevin Calhoun
Title: Vice President

TPG ENTERPRISES, INC.

By:  _____
Name: Kevin Calhoun
Title: Vice President

TPG (US), INC.

By:  _____
Name: Kevin Calhoun
Title: Vice President

[Additional Signature Page to Follow]

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Collateral Agent

By: WW Archer

Name: William W. Archer
Title: Managing Director

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Cello-Foil Holding Corp. None.
 TPG Group Holding Corp. None.
 Exopack Key Holdings, LLC None.
 Exopack Holding Corp. None.
 Exopack, LLC None.
 Exopack-Ontario, Inc. None.
 Exopack-Thomasville, LLC None.
 Exopack-Hebron, LLC None.
 Exopack Integrated, Inc. None.

EXOPACK-TECHNOLOGY, LLC. - 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
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
2,765,640	09/16/2003	US	Sphere Design	Registered on 09/16/2003; SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS USE 09/16/2009
2,765,641	09/16/2003	US	EXOPACK	Registered on 09/16/2003; SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 09/16/2009
740,608	01/28/2002	MEXICO	Sphere Design (Class 16)	Registered on 01/28/2002; Renewal due 01/28/2012
791,018	05/19/2003	MEXICO	Sphere Design (Class 39)	Registered on 01/28/2002; Renewal due 05/19/2013
771,990	01/28/2002	MEXICO	EXOPACK (Class 16)	Registered on 01/28/2002; Renewal due 01/28/2012
787,841	04/24/2003	MEXICO	EXOPACK (Class 39)	Registered on 04/24/2002; Renewal due

REG. NO.	REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
2,846,598	05/25/2004	US	EXPRESSPV (Stylized)	Registered 05/25/2004; SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 05/25/2010
793,780	12/11/2002	MEXICO	EXPRESSPV (Stylized)	Registered 12/11/2002; Renewal due 12/11/2012
2,666,057	12/24/2002	US	THE NEW WAY TO THINK FILM	Registered on 12/24/2002; SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 12/24/2008
1,356,584	08/27/1985	US	TENO SPIN	

EXOPACK-TECHNOLOGY, L.L.C. - ALL PENDING TRADEMARK MATTERS - U.S. AND FOREIGN

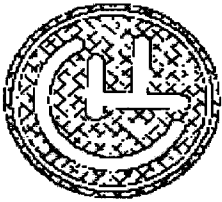
FILE/TASK NO.	SERIAL NO. REG. NO.	FILE DATE REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
(0003)	621,336	02/14/1956	US	TRIM TOWN and Design	Third Renewal due 02/14/2006 Per e-mail from Paul Kearns on 07/19/2005 - DO NOT RENEW
(0004)	2,413,945	12/19/2000	US	SAFE T STRIP	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 12/19/2006
(0012)	2,765,640	09/16/2003	US	Sphere Design	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 09/16/2009
(0014)	2,765,641	09/16/2003	US	EXOPACK	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 09/16/2009
(0015)	632,709	02/14/2005	CANADA	Sphere Design (Classes 16 & 35)	Renewal due 02/14/2020
(0016)	1,113,761	08/24/2001	CANADA	EXOPACK	Allowed on 07/29/2005; Declaration of Use and Registration Fee due 01/29/2006
(0017A)	740,608	01/28/2002	MEXICO	Sphere Design (Class 16)	Renewal due 01/28/2012
(0017B)	791,018	05/19/2003	MEXICO	Sphere Design (Class 39)	Renewal due 02/03/2013
(0018A)	771,990	01/28/2002	MEXICO	EXOPACK (Class 16)	Renewal due 01/28/2012
(0018B)	787,841	04/24/2003	MEXICO	EXOPACK (Class 39)	Renewal due 02/03/2013
(0023)	2,846,598	05/25/2004	US	EXPRESSPV (Stylized)	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 05/25/2010
(0028)	1,161,578	12/09/2002	CANADA	EXPRESSPV (Stylized)	Allowed on 07/04/2005; Declaration of Use and Registration Fee due 01/04/2006
(0029)	793,780	12/11/2002	MEXICO	EXPRESSPV (Stylized)	Renewal due 12/11/2012
(0032)	78/303,799	09/22/2003	US	SHUR-SEAL (Class 16)	Extension of Time for Opposition filed by Shur-Seal Foods
(0034)	2,666,057	12/24/2002	US	THE NEW WAY TO THINK FILM (Classes 35 & 42)	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 12/24/2008
(0035)	2,680,175	01/26/2003	US	PLASSEIN INTERNATIONAL	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due

FILE/TASK NO. 025635.000010	SERIAL NO. REG. NO.	FILE DATE REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
(0038)	2,876,019	08/24/2004	US	(Classes 35 & 42) PLASSEIN INTERNATIONAL (Classes 16 & 22)	01/28/2009 Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 08/24/2010
(0039)	2,878,251	08/31/2004	US	PLASSEIN INTERNATIONAL (Class 16)	Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due 08/31/2010
(0041)	541,323	11/25/2003	MEXICO	THE NEW WAY TO THINK FILM	Renewal 04/12/2012
(0043)	78/478,784	09/03/2004	US	CRYSTALFLEX	Non-Final Office Action mailed 03/31/2005 due 09/30/2005; APPLICATION WILL GO ABANDONED PER CLIENT'S INSTRUCTION
(0044)	78/482,371	09/13/2004	US	CRYSTALFLEX & design	Non-Final Office Action mailed 03/31/2005; due 09/30/2005; APPLICATION WILL GO ABANDONED PER CLIENT'S INSTRUCTION
(0045)	78/619,093	04/28/2005	US	SEAL 'N VENT (Class 16)	Newly filed application, not yet assigned to an examining attorney
(0046)	78/619,213	04/28/2005	US	SEAL 'N VENT & design (Class 16)	Newly filed application, not yet assigned to an examining attorney

1-NY/1959800.2

CELLO-FOIL PRODUCTS, INC.

DESCRIPTION	SERIAL NO.	FILING DATE	PUBLICATION NO.	PUBLICATION DATE	PATENT NO.	ISSUE DATE	STATUS
CELLO-FOIL PRODUCTS, INC.							APPLICATION NO. 09/887836. SEE ATTACHED/

FILE/TASK NO.	SERIAL NO. REG. NO.	FILE DATE REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
025635.000010	0635,356		US		
	M43005		US	CF	

TPG (US), INC. - PENDING TRADEMARK MATTERS

REG. NO.	REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
78-480402		US	RECIPTEZ	Pending

TPG ENTERPRISES, INC. - TRADEMARK MATTERS

REG. NO.	REG. DATE	COUNTRY	NAME	STATUS/NEXT ACTION
2746634		US	TART IS SMART	Registered
59901181		US	MILANO PIZZERIA	Registered