



# CONTINUATION OF SECTION #4

621,336  
2,413,945  
2,765,640  
2,765,641  
2,846,598  
2,666,057  
1,356,584  
78/303,799  
2,680,175  
2,876,019  
2,878,251  
78/478,784  
78/482,371  
78/619,093  
78/619,213

# 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.  | <u>None.</u> |
| TPG Group Holding Corp.   | <u>None.</u> |
| Exopack Key Holdings, LLC | <u>None.</u> |
| Exopack Holding Corp.     | <u>None.</u> |
| Exopack, LLC              | <u>None.</u> |
| Exopack-Ontario, Inc.     | <u>None.</u> |
| Exopack-Thomasville, LLC  | <u>None.</u> |
| Exopack-Hebron, LLC       | <u>None.</u> |
| Exopack Integrated, Inc.  | <u>None.</u> |

**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;<br>First Renewal 02/14/1976;<br>Second Renewal 02/05/1996; Third Renewal<br>due 02/14/2006 |
| 2,413,945 | 12/19/2000 | US      | SAFE T STRIP             | Registered on 12/19/2000;<br>SECTION 8 & 15 AFFIDAVIT OF CONTINUOUS<br>USE due 12/19/2006                            |
| 2,765,640 | 09/16/2003 | US      | Sphere Design            | Registered on 09/16/2003; SECTION 8 & 15<br>AFFIDAVIT OF CONTINUOUS USE 09/16/2009                                   |
| 2,765,641 | 09/16/2003 | US      | EXOPACK                  | Registered on 09/16/2003; SECTION 8 & 15<br>AFFIDAVIT OF CONTINUOUS USE due<br>09/16/2009                            |
| 740,608   | 01/28/2002 | MEXICO  | Sphere Design (Class 16) | Registered on 01/28/2002; Renewal due<br>01/28/2012  |
| 791,018   | 05/19/2003 | MEXICO  | Sphere Design (Class 39) | Registered on 01/28/2002; Renewal due<br>05/19/2013  |
| 771,990   | 01/28/2002 | MEXICO  | EXOPACK (Class 16)       | Registered on 01/28/2002; Renewal due<br>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**

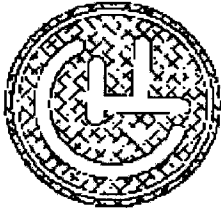
| FILE/TASK NO. | SERIAL NO. REG. NO. | FILE DATE REG. DATE | COUNTRY | NAME  | STATUS/NEXT ACTION  |
|---------------|---------------------|---------------------|---------|---|---|
| (0003)        | 621,336             | 02/14/1956          | US      | TRIM TOWN and Design                        | Third Renewal due 02/14/2006<br>Per e-mail from Paul Kearns on 07/19/2005 – <b>DO NOT RENEW</b> |
| (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)        | 78303,799           | 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.<br>025635.000010 | SERIAL NO.<br>REG. NO. | FILE DATE<br>REG. DATE | COUNTRY | NAME   | STATUS/NEXT ACTION  |
|--------------------------------|------------------------|------------------------|---------|--|---|
| (0038)                         | 2,876,019              | 08/24/2004             | US      | (Classes 35 & 42)<br>PLASSEIN INTERNATIONAL<br>(Classes 16 & 22) | 01/28/2009<br>Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due<br>08/24/2010  |
| (0039)                         | 2,878,251              | 08/31/2004             | US      | PLASSEIN INTERNATIONAL<br>(Class 16)                             | Section 8 & 15 AFFIDAVIT OF CONTINUOUS USE due<br>08/31/2010  |
| (0041)                         | 541,323                | 11/25/2003             | MEXICO  | THE NEW WAY TO THINK<br>FILM                                     | Renewal 04/12/2012  |
| (0043)                         | 78,478,784             | 09/03/2004             | US      | CRYSTALFLEX  | Non-Final Office Action mailed 03/31/2005 due<br>09/30/2005; <b>APPLICATION WILL GO ABANDONED<br/>PER CLIENT'S INSTRUCTION</b>  |
| (0044)                         | 78,482,371             | 09/13/2004             | US      | CRYSTALFLEX & design   | Non-Final Office Action mailed 03/31/2005; due<br>09/30/2005; <b>APPLICATION WILL GO ABANDONED<br/>PER CLIENT'S INSTRUCTION</b> |
| (0045)                         | 78,619,093             | 04/28/2005             | US      | SEAL 'N VENT<br>(Class 16)                                       | Newly filed application, not yet assigned to an examining<br>attorney   |
| (0046)                         | 78,619,213             | 04/28/2005             | US      | SEAL 'N VENT & design<br>(Class 16)                              | Newly filed application, not yet assigned to an examining<br>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.<br>SEE ATTACHED/ |

| FILE/TASK NO. | SERIAL NO.<br>REG. NO. | FILE DATE<br>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      | RECEIPEZ | 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         |