

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
B.A.G. CORP.		02/27/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Compass Bank
Street Address:	8080 North Central Expressway, Suite 250
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1034331	SUPER SACK
Registration Number:	1665056	BARREL BAG
Registration Number:	1693022	HARDWALL
Registration Number:	1701847	GSS
Registration Number:	1719496	FLEXDRUM
Registration Number:	2024291	PACTAINER ED
Registration Number:	1994534	B.A.G. CORP.
Registration Number:	2066502	PELLETPACK
Registration Number:	2225757	CLEAN SEAL
Registration Number:	2540670	BAC-STOP
Registration Number:	2303192	SUPER SACK
Registration Number:	2290017	WASTE AWAY
Registration Number:	2158807	FLUTAINER
Registration Number:	2488127	SUPER SACKER

CH \$440.00 1034331

Registration Number:	2553698	UNIBIN
Registration Number:	2814721	COMBO-BAG
Registration Number:	2998747	FLEXISTAK

CORRESPONDENCE DATA

Fax Number: (214)651-4330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2146514300
Email: teal.thawley@strasburger.com
Correspondent Name: Teal Thawley
Address Line 1: 901 MAIN ST STE 4400
Address Line 4: Dallas, TEXAS 75202

ATTORNEY DOCKET NUMBER:	24174.0127
NAME OF SUBMITTER:	Teal Thawley
Signature:	/s/
Date:	03/29/2006

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "*IP Security Agreement*") dated as of February 27, 2006, is made by B.A.G. CORP., a Texas corporation ("*Debtor*") in favor of COMPASS BANK ("*Secured Party*").

WHEREAS, Debtor, Super Sack Bag, Inc., a Delaware corporation, F.I.B.C. Recycling, Inc., a Texas corporation, Super Sack VA, Inc., a Texas corporation, Super Sack Mfg. Corp. a Texas corporation, and Winzen Film, Inc., a Texas corporation have entered into that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), with Secured Party; and

WHEREAS, as a condition precedent to the making of the loans by Secured Party under the Loan Agreement, Debtor has executed and delivered in favor of Secured Party that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, under the terms of the Loan Agreement and the Security Agreement, Debtor has granted to Secured Party a security interest in, among other property, all Intellectual Property of Debtor; and

WHEREAS, Debtor has agreed to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyrights Office and other governmental authorities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Definitions. Terms defined in the Loan Agreement have the same meanings when used herein unless otherwise defined herein or the context hereof otherwise requires.
2. Grant of Security. Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in and to the following (the "*Collateral*"):
 - (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
 - (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "*Trademarks*");
 - (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Debtor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
 - (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

3. Security for Liabilities. The grant of a security interest in, the Collateral by Debtor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Liabilities.

4. Recordation. Debtor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this IP Security Agreement.

5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

EXECUTED as of the day, month and year first above written.

B.A.G. CORP.

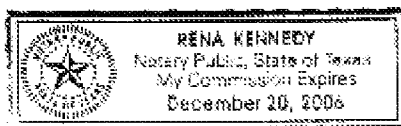
Address for Notices:
11510 Data Drive
Dallas, Texas 75218

By: Robert E. Williamson

Robert E. Williamson
Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on February 27, 2006, by Robert E. Williamson, Chief Executive Officer of B.A.G. Corp., a Texas corporation, on behalf of said corporation.



Rena Kennedy
Notary Public, State of Texas

**SCHEDULE A
PATENTS**

Patent No.	Country	State	Title	App No.	App Date	GR #	Grant Date	Repard Office
408300709	US	GRNA	COMPOSITE CONTAINER FOR LIQUIDS	08-297-005	8/3/90	5,221,108	8/20/91	Bank One, Texas, TX
408300702	US	GRNA	COMPOSITE CONTAINER FOR LIQUIDS	08-298-558	8/27/90	5,224,261	5/1/91	Composite Container Co., TX
40851012	US	GRNA	CONTAINER FOR FLOWABLE MATERIALS	00-348,007	9-23-88	4,611,879	2/27/90	Bank One, Texas, TX
40851091	US	GRNA	STABILIZED FLEXIBLE CONTAINER FOR FLOWABLE MATERIALS	08-184,841	8/16/91	4,158,200	10/27/92	Bank One, Texas, TX
40851034	US	GRNA	STABILIZED FLEXIBLE CONTAINER FOR FLOWABLE MATERIALS	07-930,358	8/17/82	4,220,689	7/27/93	Bank One, Texas, TX
40851028	US	GRNA	STACKABLE FLEXIBLE INTERMEDIATE BULK CONTAINER	08-458,262	12/9/98	4,220,755	4/26/01	Bank One, Texas, TX
40851029	US	GRNA	OCTAGON SHAPED STACKABLE FLEXIBLE INTERMEDIATE BULK CONTAINER AND METHOD OF MANUFACTURE	08-15,831	2/28/00	4,261,413	8/12/01	Bank One, Texas, TX
40848860	US	GRNA	CONSDIATION CONTAINER	08-547,442	4/12/00	4,241,280	9/1/01	Bank One, Texas, TX
40848861	US	GRNA	TIP-OVER RECHARGEABLE BULK BAG	08-013,917	7/14/00	4,196,219	2/6/01	Bank One, Texas, TX
4081084	US	GRNA	OCTAGON SHAPED STACKABLE FLEXIBLE INTERMEDIATE BULK CONTAINER AND METHOD OF MANUFACTURE	08-724,702	11/16/00	4,115,907	7/8/02	Bank One, Texas, TX
4081090	US	GRNA	STACKABLE FLEXIBLE INTERMEDIATE BULK CONTAINER	08-751,801	12/2/01	4,318,270	12/11/05	Bank One, Texas, TX
4081082	US	GRNA	CONSOLIDATION CONTAINER	08-752,973	12/2/01	4,297,254	10/2/01	Bank One, Texas, TX
4081088	US	GRNA	OCTAGON SHAPED STACKABLE FLEXIBLE INTERMEDIATE BULK CONTAINER AND METHOD OF MANUFACTURE	08-073,728	12/8/01	4,154,572	5/23/02	Bank One, Texas, TX
4081091	US	GRNA	OCTAGON SHAPED STACKABLE FLEXIBLE INTERMEDIATE BULK CONTAINER AND METHOD OF MANUFACTURE	07-914,265	7/8/02	4,088,471	2/19/04	Bank One, Texas, TX
4081072	US	GRNA	BULK BAG FOR MEAT AND MEAT PRODUCTS	12-057,084	8/24/02	4,719,754	5/25/04	Bank One, Texas, TX
4081073	US	GRNA	BULK BAG FOR MEAT AND MEAT PRODUCTS	12-056,793	8/18/03	4,721,391	7/25/05	Bank One, Texas, TX
4081074	US	GRNA	OCTAGON SHAPED STACKABLE FLEXIBLE INTERMEDIATE BULK CONTAINER AND METHOD OF MANUFACTURE	08-012,129	8/28/02	4,915,308	8/30/05	Bank One, Texas, TX
4081074	US	GRNA	RETAILED PASTIC	08-051,061	5/18/07	4,811,844	8/23/08	Bank One, Texas, TX
4081075	US	GRNA	SPREAD SPREAD FLEXIBLE BULK CONTAINER	08-051,017	11/22/05	4,829,100	12/13/01	Bank One, Texas, TX
4081076	US	GRNA	SPREAD SPREAD FLEXIBLE BULK CONTAINER	08-051,063	7/17/05	4,118,051	10/27/02	Bank One, Texas, TX
4081077	US	GRNA	STABLE CONTROLLED RELEASE GEOPOLYMER	08-048,437	11-01-02	4,048,281	9/14/03	Bank One, Texas, TX

Bufile No.	Orig	State	Desc	Supp No.	App Date	TRR No.	Grant Date	Special Order
804451036	US	GRA	SHIELD SHIRT FLEXIBLE BULK CONTAINER	007067366	07/25/91	1700437	08/28/93	Bank One, Texas, NA
804451037	US	GRA	SHEATH SHIRT FLEXIBLE BULK CONTAINER	007067456	12/10/91	1330532	11/24/93	Bank One, Texas, NA
804451042	US	GRA	EMERGENCY BULK BAG LITERALS KIT - 30 CT MANUFACTURE	004297776	02/29/93	1318251	04/29/93	Bank One, Texas, NA
804451043	US	GRA	SOFT LINED AND METHOD AND APPROVALS FOR	004478988	03/10/93	1515219	08/27/93	Bank One, Texas, NA
804451055	US	GRA	SHIRT BOTTLE BULK CONTAINER AND PROCESS FOR MANUFACTURING	004341263	03/10/93	1515208	04/13/94	Bank One, Texas, NA
804451060	US	GRA	SUSPENDED BULK BAG LINER AND METHOD OF MANUFACTURE	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451060	US	GRA	SAFE TIEBIE	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451066	US	GRA	ONE PIECE FLEXIBLE INTERMEDIATE BULK CONTAINER AND PROCESS FOR MANUFACTURING SAME	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451087	US	GRA	WEVEN POLYPROPYLENE BULK BAG WITH POLYPROPYLENE LINERS OR LINER AND PROCESS FOR MANUFACTURING SAME	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451089	US	GRA	ANTIMICROBIAL SHOE LINING AND SOCK LINER AND PROCESS FOR MANUFACTURING OF SAME	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451091	US	GRA	ANTIMICROBIAL SHOE LINERS AND SOCK LINERS AND SOCK BAGS FOR DENIM MATERIALS	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451092	US	GRA	ANTIMICROBIAL SHOE LINERS, SOCK LINERS AND SOCKS AND PROCESS FOR MANUFACTURE OF SAME	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451094	US	GRA	INSPECT CONTROL FOR BULK BAGS	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451101	US	GRA	ANTISTATIC, ANTIFORFICATION, RESISTANT ANTIMICROBIAL FILMS, FABRICS AND ARTICLES	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451102	US	GRA	ANTISTATIC FILMS AND ANTISTATIC FABRICS FOR USE IN MANUFACTURING BULK BAG LINERS AND BULK BAGS	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451104	US	GRA	ANTIMICROBIAL SHOE LINERS AND SOCK LINERS AND SOCKS FOR WOVEN POLYPROPYLENE BULK BAG WITH POLYPROPYLENE LINING OR LINER AND PROCESS FOR MANUFACTURING SAME	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451105	US	GRA	ANTIMICROBIAL SHOE LINERS, SOCK LINERS AND SOCKS AND ANTIBACTERIAL SHIRT LININGS, SOCK LINERS AND SOCKS AND PROCESS FOR MANUFACTURE OF SAME	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451106	US	GRA	ANTIMICROBIAL SHOE LINERS, SOCK LINERS AND SOCKS AND ANTIBACTERIAL SHIRT LININGS, SOCK LINERS AND SOCKS AND PROCESS FOR MANUFACTURE OF SAME	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451111	US	GRA	INSPECT CONTROL FOR BULK BAGS	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451112	US	GRA	BULK BAG FOR DENSE MATERIALS	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451113	US	GRA	INSPECT CONTROL FOR BULK BAGS	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451117	US	GRA	INSPECT CONTROL FOR BULK BAGS	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA
804451119	US	GRA	INSPECT AND MANUFACTURING CONTROL FOR BULK BAGS	004534828	04/21/93	1517014	02/28/93	Bank One, Texas, NA

SCHEDULE B
TRADEMARKS

Trademark Status Report for B.A.G. Corp.									
Docket No.	City	Status	Title	App No.	App Date	Reg. No.	Reg. Date	Record Owner	
5405/3001	US	REG	SUPER SACK	733015,223	3/7/74	1,034,331	2/24/76	Bank One, Texas, N.A.	
5405/3002	US	REG	PARCEL BAG	744003,213	11/20/89	1,665,056	12/19/91	Bank One, Texas, N.A.	
5405/3003	US	REG	HARDWALL	744013,019	1/2/90	1,803,022	6/9/92	Bank One, Texas, N.A.	
5405/3004	US	REG	GSS & DESIGN	744074,601	7/2/90	1,7401,847	7/21/92	Bank One, Texas, N.A.	
5405/3005	US	REG	PLENDRIM	744082,193	8/11/90	1,719,496	9/22/92	Bank One, Texas, N.A.	
5405/3006	US	REG	PACTAINER FD	744514,454	5/9/95	2,073,293	12/17/96	Bank One, Texas, N.A.	
5405/3008	US	REG	B.A.G. CORP.	744599,549	11/17/94	1,994,534	8/28/96	Bank One, Texas, N.A.	
5405/3010	US	REG	PELLETPACK	754036,321	12/14/95	2,066,502	6/3/97	Bank One, Texas, N.A.	
5405/3011	US	REG	CLEAN SEAL	754413,693	1/9/98	2,275,757	2/23/99	Bank One, Texas, N.A.	
5405/3014	US	REG	BAG-STOP	754127,669	7/1/96	2,540,630	2/19/02	Bank One, Texas, N.A.	
5405/3027	US	REG	SUPER SACK	754281,426	4/25/97	2,305,192	12/28/99	Bank One, Texas, N.A.	
5405/3029	US	REG	WASTE AWAY	754308,892	6/5/98	2,290,012	11/2/99	Bank One, Texas, N.A.	
5405/3031	US	REG	ELE-TAINER	754379,189	4/22/97	2,158,407	5/19/98	Bank One, Texas, N.A.	
5405/3037	US	REG	SUPER SACK/ER	754386,962	9/4/98	2,488,122	9/1/01	Bank One, Texas, N.A.	
5405/3047	US	REG	BUNNIN	754927,121	2/24/00	2,352,695	3/26/02	Bank One, Texas, N.A.	
5405/3060	US	REG	COGMO-BAG	764294,321	3/3/03	2,814,731	2/7/04	Bank One, Texas, N.A.	
5405/3056	US	REG	FLEXSTAN	764557,792	11/5/03	2,798,732	9/20/05	B.A.G. Corp.	