

06-26-2006

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

DEPARTMENT OF COMMERCE
Patent and Trademark Office



MRD
6/23/06

RECORD/
TRAL

103264027
... 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):

Keyes Fibre Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 4/25/06

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal

Address: _____

Street Address: 500 West Monroe Street, 17th floor

City: Chicago

State: Illinois

Country: United States Zip: 60661

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
None.

B. Trademark Registration No.(s)
408,909

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: Tracey D. Bennett

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Blvd.

City: Stamford

State: Connecticut Zip: 06901

Phone Number: 203-961-7535

Fax Number: 203-674-7735

Email Address: traceybennett@paulhastings.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 Number _____

Authorized User Name _____

9. Signature:

Tracey D. Bennett
Signature

6/13/06
Date

06/23/2006 DBYRNE 00000205 408909

01 FC:8521

40.00 DP
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

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: 003356 FRAME: 0843

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of April 25, 2006 (together with all amendments, if any, from time to time, this "Trademark Security Agreement"), is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among Wrap Pack Inc., a Delaware corporation ("WPI"), and Keyes Fibre Corporation, a Delaware corporation ("KFC"), and together with WPI, the "Borrowers", and individually, a "Borrower"), the other Persons named therein as Credit Parties, Agent, Harris Nesbitt Financing, Inc., as documentation agent, and the Persons signatory thereto from time to time as 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 and to continue the Loans and to incur and continue Letter of Credit Obligations for the benefit of the Borrowers, and to amend and restate that certain Credit Agreement, dated as of May 10, 2004 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement") by and among Borrowers, the other credit parties named therein, the lenders signatory thereto and Agent;

WHEREAS, pursuant to the Existing Credit Agreement, KFC and Agent entered into that certain Trademark Security Agreement dated as of May 10, 2004 (as amended, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Security Agreement");

WHEREAS, Agent and Lenders are willing to make and to continue the Loans and to incur and continue Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated 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"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself 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, the parties hereto hereby agree to amend and restate the Existing Trademark Security Agreement as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the Recitals) have the meanings given to them in Annex A thereto to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such 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 Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. **GOVERNING LAW.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, CITY OF CHICAGO, ILLINOIS, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTORS, AGENT AND LENDERS PERTAINING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, PROVIDED, THAT

AGENT, LENDERS AND GRANTORS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF COOK COUNTY, AND, PROVIDED, FURTHER, NOTHING IN THIS TRADEMARK SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF AGENT. EACH GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND EACH GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH GRANTOR AND THE BORROWER REPRESENTATIVE AT THE APPLICABLE ADDRESS OF THE BORROWER REPRESENTATIVE SET FORTH IN SECTION 9.3 TO THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID.

5. WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT DISPUTES ARISING HEREUNDER OR RELATING HERETO BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG AGENT, LENDERS, AND GRANTORS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO.

6. No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Trademark Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Trademark Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Trademark Security Agreement.

7. Advice of Counsel. Each of the parties represents to each other party hereto that it has discussed this Trademark Security Agreement and, specifically, the provisions of Section 4 and Section 5, with its counsel.

8. Additional Grantors. The initial Grantors hereunder shall include the Credit Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Persons may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Trademark Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Subsidiary of any Grantor to become an Additional Grantor hereunder. This Trademark Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. Effect of Amendment and Restatement. From and after the date hereof (the "Effective Date"): (a) the terms and conditions of the Existing Trademark Security Agreement shall be amended as set forth herein and, as so amended, shall be restated in their entirety, but only with respect to the rights, duties and obligations among Grantors and the Agent continuing or accruing from and after the Effective Date; (b) this Trademark Security Agreement shall not in any way release or impair the rights, duties, obligations or Liens created pursuant to the Existing Trademark Security Agreement (and such Liens shall continue without any diminution thereof and shall remain in full force and effect on and after the Effective Date) or affect the relative priorities thereof, in each case to the extent in force and effect thereunder as of the Effective Date, and all of such rights, duties, obligations and Liens are assumed, ratified and affirmed by each Grantor; (c) the execution, delivery and effectiveness of this Trademark Security Agreement shall not operate as a waiver of any right, power or remedy of the Lenders or the Agent under the Existing Trademark Security Agreement, nor constitute a waiver of any covenant, agreement or obligation under the Existing Trademark Security Agreement, except to the extent that any such covenant, agreement or obligation is no longer set forth herein or is modified hereby; and (d) any and all references to the Existing Trademark Security Agreement in any Loan Document shall, without further action of the parties, be deemed a reference to the Existing Trademark Security Agreement, as amended and restated by this Trademark Security Agreement, and as this Trademark Security Agreement shall be further amended, restated, supplemented or otherwise modified from time to time.

[signature page follows]

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.

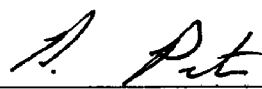
**WRAP PACK INC.,
a Delaware corporation**

By: 

Name: Nicholas A. Peters
Vice President

Title: _____

**KEYES FIBRE CORPORATION,
a Delaware corporation**

By: 

Name: Nicholas A. Peters
Vice President

Title: _____

**KEYES PACKAGING GROUP, INC.,
a Delaware corporation**

By: 

Name: Nicholas A. Peters
Vice President

Title: _____

**KEYES FIBRE CORPORATION
(CANADA), INC.,
a Delaware corporation**

By: 

Name: **Nicholas A. Peters**
Vice President

Title: _____

**KEYES FIBRE (U.S.), INC.,
a Delaware corporation**

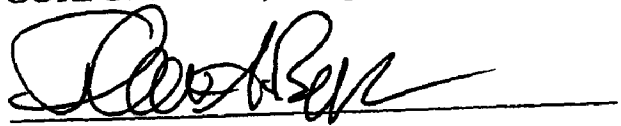
By: 

Name: **Nicholas A. Peters**
Vice President

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

A handwritten signature in black ink, appearing to read 'T. S. Beck', is written over a horizontal line.

By: **Thomas S. Beck**
Its: **Duly Authorized Signatory**

LEGAL_US_E # 70704368

TRADEMARK
REEL: 003356 FRAME: 0850

ACKNOWLEDGMENT OF GRANTORS

STATE OF IL)
COUNTY OF COOK)

ss.

On this 20 day of April, 2006 before me personally appeared Nicholas A. Petros, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WRAP PACK INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michelle Kallick
Notary Public

{seal}



STATE OF IL)
COUNTY OF COOK)

ss.

On this 20 day of April, 2006 before me personally appeared Nicholas A. Petros, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KEYES FIBRE CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michelle Kallick
Notary Public

{seal}



ACKNOWLEDGMENT OF GRANTORS

STATE OF IL)

COUNTY OF COOK)

ss.

On this 19 day of April, 2006 before me personally appeared Nicholas A. Petz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WRAP PACK INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michelle Kallick

Notary Public

{seal}



STATE OF IL)

COUNTY OF COOK)

ss.

On this 20 day of April, 2006 before me personally appeared Nicholas A. Petz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KEYES FIBRE CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michelle Kallick

Notary Public

{seal}



STATE OF IL)

COUNTY OF COOK)

ss.

On this 20 day of April, 2006 before me personally appeared

Nicholas A. Peter, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KEYES FIBRE (U.S.), INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Michelle Kallick

Notary Public

{seal}



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Keyes Fibre Corporation

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
EURO TRAYS	2,543,876	March 5, 2002
FIBRE SOFT	2,666,282	December 24, 2002
KEYES	763,302	January 21, 1964
KEYES	760,487	November 26, 1963
KEYES & Design	2,671,853	January 7, 2003
FUL-VUE	759,854	November 12, 1963
KYS & Design	408,909	September 5, 1944
KYS	2,848,265	June 1, 2004
KYS & Design,	408,864	August 29, 1944
MARK VI	2,782,255	November 11, 2003
POCKET CELL	861,527	December 10, 1968
SPRING CUSHION	1,565,981	November 14, 1989
SUPER POCKET	2,293,520	November 16, 1999
KYS	817,209 (Mexico)	August 8, 2002

TRADEMARK APPLICATIONS

None.

Keyes Fibre Corporation (Canada), Inc.

REGISTERED TRADEMARKS (CANADA)

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GROGUARD & DESIGN	TMA592,002	October 9, 2003
GREENFORTRESS & DESIGN	TMA592,174	October 14, 2003

TRADEMARK APPLICATIONS

None.

Keyes Fibre (U.S.), Inc.

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FRUITMASTER	0768561	April 28, 1964

TRADEMARK APPLICATIONS

None.

EXHIBIT A

**COUNTERPART TO TRADEMARK
SECURITY AGREEMENT**

This counterpart, dated _____, [200__], is delivered pursuant to Section 8 of that certain Amended and Restated Trademark Security Agreement dated as of April 25, 2006 (as from time to time amended, supplemented or otherwise modified, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto, Harris Nesbitt Financing, Inc., as documentation agent, and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____

Name:

Title: