

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Loan Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. (f/k/a JPMorgan Chase Bank f/k/a The Chase Manhattan Bank)		11/23/2004	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Uniflex Holdings, LLC
Street Address:	8 Sound Shore Drive, Suite 265
Internal Address:	c/o Brynwood Partners
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1691341	PROTEX-RAY
Registration Number:	1623114	SLIP-FREE
Registration Number:	1285289	SPECIAL AIRTUFF
Registration Number:	1577549	SPECI-GARD
Registration Number:	1031460	TEXTURE-FLEX
Registration Number:	0961816	UF
Registration Number:	1217620	UNI-BOX
Registration Number:	1115307	UNIFLEX
Registration Number:	1973320	UNIVault
Registration Number:	2071307	BAGVERTISING
Registration Number:	1973321	ECONOVault
Registration Number:	1400310	JET POUCH

CH \$540.00 1691341

Registration Number:	1976657	MICRO-TEX
Registration Number:	1524471	PRESS AND CLOSE
Registration Number:	2117329	THE BAGVERTISING COMPANY
Registration Number:	1400309	TRI-FLEX
Registration Number:	2080989	UF LINE
Registration Number:	1994206	ULTRAVault
Registration Number:	2034098	UNIFLEX
Registration Number:	2142948	UNIFLEX
Registration Number:	2027460	UNIVault

CORRESPONDENCE DATA

Fax Number: (203)975-7180
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 203-353-6834
Email: clondon@eapdlaw.com
Correspondent Name: Edwards Angell Palmer & Dodge LLP
Address Line 1: 301 Tresser Boulevard
Address Line 2: Paralegal Christina London
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	50106.0013 UNIFLEX
NAME OF SUBMITTER:	Christina London
Signature:	/christina london/
Date:	11/27/2006

Total Attachments: 9
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LOAN ASSIGNMENT AGREEMENT

Dated November 23, 2004

This Loan Assignment Agreement (the "Agreement") is entered into by and among **JPMORGAN CHASE BANK, N.A.** (formerly known as JPMorgan Chase Bank), a national banking association ("Chase"), and **SPCP GROUP, L.L.C.**, a Delaware limited liability company ("SPCP", together with Chase, the "Sellers"), on the one hand, and **UNIFLEX HOLDINGS, LLC**, a Delaware limited liability company ("Purchaser"), on the other hand.

Reference is hereby made to the Credit Agreement dated June 30, 1999 (as amended, modified or supplemented from time to time the "Credit Agreement") by and among Uniflex, Inc., a Delaware corporation (the "Borrower"), the lenders signatory thereto (collectively, the "Lenders") JPMorgan Chase Bank, N.A., formerly known as JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, as Administrative Agent (in such capacity, the "Administrative Agent"). Capitalized terms used herein that are defined in the Credit Agreement and not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

Sellers, each of which is a Lender under the Credit Agreement, and Purchaser agree as follows:

1. Sellers agree to sell, convey, and assign to Purchaser (or any entity or entities affiliated with, and designated by, Purchaser), and Purchaser irrevocably agrees to purchase and accept from Sellers, for the Purchase Price (as hereinafter defined), on the terms and conditions set forth in the Assignment and Acceptance Agreement annexed hereto as Exhibit "A" (for each Seller, an "Assignment Agreement"), all of Sellers' respective rights and obligations under the Credit Agreement as of the Funding Date (as defined below), including, without limitation (a) all of Sellers' right, title and interest in and to, and the right to receive payments in respect of, the Loans owing to the Sellers on the Funding Date, (b) all of the Sellers' right, title and interest in and to the Revolving Credit Note, the Term Note and any other promissory notes of the Borrower (collectively, the "Notes") held by each Seller, but excluding any and all promissory notes issued pursuant to the Revolving Credit and Guaranty Agreement dated as of August 31, 2004 by and among the Borrower, Welkom Company, Inc., the lenders signatory thereto and the Administrative Agent, (c) any and all collateral, guarantees, mortgages, assignments of power, purchase contracts or other credit support (collectively, the "Collateral") given to the Sellers by or on behalf of the Borrower to secure the repayment of the Notes and any and all other obligations of the Borrower owing to the Sellers pursuant to the Credit Agreement, (d) any other rights of the Sellers pursuant to the Credit Agreement or any other Loan Document (the "Rights") and (e) any proceeds of any of the foregoing (the "Proceeds") (the Loans, the Notes, the Collateral, the Rights and the Proceeds hereinafter collectively may be referred to as the "Assigned Rights").

2. As a condition to the sale by Sellers to Purchaser of the Assigned Rights, Sellers desire to assign without recourse to Purchaser, and Purchaser agrees to accept, all of Sellers' respective duties and obligations pursuant to the Loan Documents (the "Assigned Obligations").

3. The aggregate purchase price ("Purchase Price") to be paid to Sellers by Purchaser is SEVEN MILLION DOLLARS (\$7,000,000.00) (excluding any and all unpaid interest accrued on

the Notes), of which \$3,500,000 shall be payable to Chase and \$3,500,000 shall be payable to SPCP, in each case, by wire transfer to the accounts designated by the respective Sellers in immediately available funds.

4. The "Closing" of the sale described herein shall occur on November 23, 2004 (the "Closing Date"); provided that, subject to Section 6 hereof, the funding of the Purchase Price shall occur on or before December 1, 2004 (the "Funding Date") at which time the Purchaser shall deliver or cause to be delivered to Sellers the Purchase Price in the manner provided in Section 3 above.

5. On the Closing Date, (a) each Seller shall deliver or cause to be delivered to Purchaser an Assignment Agreement, duly executed by such Seller and with all blanks appropriately completed; and (b) Purchaser shall deliver or cause to be delivered to each Seller the Assignment Agreement with respect to such Seller, duly executed by Purchaser.

6. The obligations of Purchaser to consummate the transactions contemplated hereby are, unless waived by Purchaser, subject to the fulfillment, on or before the Funding Date of each of the following conditions:

a. The Borrower shall have obtained the Committee Agreement, as defined in that certain Letter Agreement between the Borrower and Brynwood Partners V L.P., delivered November 11, 2004.

b. Purchaser shall have received an environmental site assessment report conducted by an environmental engineering firm satisfactory to Purchaser with respect to the Borrower's manufacturing facility and warehouse located in Westbury, New York, and the form, scope and conclusions thereof shall be satisfactory to Purchaser.

7. Sellers and Purchaser shall execute and deliver to the other all such documents, and take such further actions as the other may reasonably deem necessary from time to time to effect the assignment of the Loans and the Loan Documents in accordance with the terms of this Agreement (including without limitation, on the part of Sellers, providing access to electronic and other records and files relating to the Loans and cooperation with respect to any review thereof by Purchaser); provided that all such documents to be executed and actions to be taken by either Seller shall be without recourse, representation or warranty of any kind, except as expressly provided in its respective Assignment Agreement.

8. Each of the Sellers and Purchaser each shall pay their respective attorneys' fees for the negotiation and drafting of this Agreement and closing the transaction contemplated herein. Purchaser shall pay all filing fees.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its rules pertaining to conflicts of laws.

10. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

Nov.23. 2004 2:25PM

No.4824 P. 6

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written.

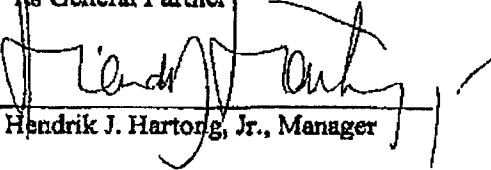
PURCHASER:

UNIFLEX HOLDINGS, LLC

By: Brynwood Partners V L.P.
Its Sole Member

By: Brynwood Management V L.P.
Its General Partner

By: Brynwood Management V LLC
Its General Partner

By: 
Hendrik J. Hartong, Jr., Manager

c/o Brynwood Partners
8 Sound Shore Drive
Suite 265
Greenwich, CT 06830

SELLERS:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

270 Park Avenue
New York, New York 10017

SPCP GROUP, L.L.C.

By: _____
Name:
Title:

600 Steamboat Road
Greenwich, Connecticut 06582

FROM

(TUE) 11. 23' 04 12:53/ST. 12:51/NO. 4863772593 P 10

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written.

PURCHASER:

UNIFLEX HOLDINGS, LLC

By: Brynwood Partners V L.P.
Its Sole Member

By: Brynwood Management V L.P.
Its General Partner


By: Brynwood Management V LLC
Its General Partner

By: _____
Hendrik J. Hartong, Jr., Manager

c/o Brynwood Partners
8 Sound Shore Drive
Suite 265
Greenwich, CT 06830

SELLERS:

JPMORGAN CHASE BANK, N.A.

By: 
Name: ABBY PARSONNET
Title: Vice President

270 Park Avenue
New York, New York 10017

SPCP GROUP, L.L.C.

By: _____
Name:
Title:

600 Steamboat Road
Greenwich, Connecticut 06582

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written.

PURCHASER:

UNIFLEX HOLDINGS, LLC

By: Brynwood Partners V L.P.
Its Sole Member

By: Brynwood Management V L.P.
Its General Partner

By: Brynwood Management V LLC
Its General Partner

By: _____
Hendrik J. Hartong, Jr., Manager

c/o Brynwood Partners
8 Sound Shore Drive
Suite 265
Greenwich, CT 06830

SELLERS:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

270 Park Avenue
New York, New York 10017

SPCP GROUP, L.L.C.

By: Edward A. Mulo
Name:
Title:

600 Steamboat Road
Greenwich, Connecticut 06582

ACKNOWLEDGMENT

STATE OF *Connecticut*)
COUNTY OF *Fairfield*) SS:



On the day of November in the year 2004 before me, the undersigned, personally appeared HENDRIK J. HARTONG, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Devin M. Hockanuck

Notary Public
Commission Expires 8/31/09

EXHIBIT A

RELEASED TRADEMARKS

Mark	Serial No.	Filed	Registration No.	Registered
PROTEX-RAY	74/175,251	6/12/91	1,691,341	6/9/1992
SLIP-FREE	74/005,091	11/24/89	1,623,114	11/13/90
SPECIAL AIRTUFF	73/400,307	10/19/82	1,285,289	7/10/84
SPECI-GARD	73/803,793	6/1/89	1,577,549	1/16/90
TEXTURE-FLEX	73/040,955	1/6/75	1,031,460	1/27/76
UF and Design 	72/411,298	12/28/71	961,816	6/26/73
UNI-BOX	73/337,648	11/18/81	1,217,620	11/23/82
UNIFLEX	73/150,413	12/1/77	1,115,307	3/20/79
UNIVAULT	74/514,116	4/19/94	1,973,320	5/7/96
BAGVERTISING	75/041,527	11/1/96	2,071,307	6/17/97
ECONOVAULT	74/514,117	4/19/94	1,973,321	5/7/96
JET POUCH	73/572,484	12/9/85	1,400,310	7/8/86
MICRO-TEX	74/690,725	6/19/95	1,976,657	5/28/96
PRESS AND CLOSE	73/730,130	5/23/88	1,524,471	2/14/89
THE BAGVERTISING COMPANY	75/042,179	1/11/96	2,117,329	12/2/97
TRI-FLEX	73/572,483	12/9/85	1,400,309	7/8/86
UF LINE	75/063,256	2/13/96	2,080,989	7/22/97
ULTRAVAULT	74/632,575	2/10/95	1,994,206	8/13/96
UNIFLEX and Design 	74/502,978	3/21/94	2,034,098	1/28/97



Mark	Serial No.	Filed	Registration No.	Registered
UNIFLEX and Design 	74/502,977	3/21/94	2,142,948	3/10/98
UNIVAULT and Design 	74/526,407	5/19/94	2,027,460	12/31/96

EXHIBIT B

RELEASED PATENTS

Serial No.	Filed	Title	Patent No.	Issued
07350460	5-11-89	ENVELOPE CLOSURE SEAL AND METHOD	4932791	6-12-90
07487393	3-28-90	ENVELOPE CLOSURE SEAL AND METHOD	5045040	9-3-91
08201125	2-24-94	TAMPER-RESISTANT ENVELOPE CLOSURE	5584580	12-17-96
08430408	4-28-95	METHOD OF FORMING A TAMPER RESISTANT ENVELOPE CLOSURE	5641318	6-24-97
08467084	6-6-95	TAMPER-RESISTANT ENVELOPE	6048098	4-11-00
08773166	12-26-96	TAMPER-RESISTANT ENVELOPE	5788377	8-4-98

STM 219949