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
Plastic Packaging Technologies, LLC		01/10/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank Midwest, N.A.
Street Address:	1100 Main Street, Suite 350
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64105
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3085062	P

CORRESPONDENCE DATA

Fax Number: (816)531-7545
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 816-460-2605
Email: bmcginley@sonnenschein.com,amhansen@sonnenschein.com
Correspondent Name: Brian R. McGinley
Address Line 1: P. O. Box 061080, Wacker Drive Station
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	70021350-0056
NAME OF SUBMITTER:	Brian R. McGinley
Signature:	/brian r mcginley/
Date:	01/12/2007

OP $40.00 3085062

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**") dated as of January 10, 2007, is made by **PLASTIC PACKAGING TECHNOLOGIES, LLC**, a Delaware limited liability company (the "**Grantor**"), in favor of **BANK MIDWEST, N.A.** (together with its successors and assigns, "**Grantee**").

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "**Loan Agreement**"), which provides (i) for Grantee to make certain loans and other financial accommodations to Grantor; and (ii) for the grant by Grantor to Grantee of a security interest in Grantor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, trade names, copyrights, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor (intending to be legally bound hereby) agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure prompt payment of any and all of the Liabilities in accordance with the terms and conditions of the Loan Agreement and the other Loan Documents and in order to secure prompt performance by Grantor of each of its covenants and duties under the Loan Agreement and the other Loan Documents, Grantor hereby grants to Grantee a continuing security interest in, all of Grantor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, rights in the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**"); and

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(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "**Trademark**" and, collectively, as the "**Trademarks**"); and

(iii) rights under or interests in any patent, trademark, or copyright license agreements with any other Person (to the extent a security interest may be granted in such rights without violating the terms of any such license agreement; with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Grantor and any other Person, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Grantor's rights thereunder are referred to collectively as the "**Licenses**"); and

(iv) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Copyrights**"); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Grantor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "**Trade Secrets**").

3. Representations and Warranties. Grantor hereby represents and warrants to Grantee, which representations and warranties shall survive the execution and delivery of this Security Agreement, that:

(i) None of the issued patents, patent applications, registered trademarks, trademark applications, registered copyrights or copyright applications (collectively, the "**Registered Intellectual Property**") has been adjudged invalid or unenforceable nor has any such Registered Intellectual Property been cancelled (except for those denoted as lapsed or abandoned as set forth in the Exhibits), in whole or in part, and each such Intellectual Property is presently subsisting (except for those denoted as lapsed or abandoned as set forth in the Exhibits);

(ii) There are no pending or, to the knowledge of the Grantor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property;

(iii) Each of the Intellectual Property (except for those denoted as lapsed or abandoned as set forth in the Exhibits) is valid and enforceable, and the Grantor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iv) To the knowledge of the Grantor, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Registered Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Grantor not to sue third Persons (except as set forth in Exhibit B);

(v) Grantor has the right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer or manager of Grantor, and this Security Agreement is a legally enforceable obligation of Grantor;

4. Restrictions on Future Agreements. Except as otherwise permitted pursuant to the Loan Agreement, Grantor agrees that until all Liabilities shall have been satisfied and paid in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property, and Grantor further agrees that it shall not knowingly take any action or knowingly permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or knowingly fail to take any action, which would materially adversely affect the validity or enforcement of the rights Grantee subject to this Security Agreement, other than in the ordinary course of business.

5. New Intellectual Property. Grantor hereby represents and warrants to Grantee that the Intellectual Property listed on Exhibits A, B and C, respectively, constitute all of the Registered Intellectual Property now owned by Grantor. Grantor hereby represents and warrants to Grantee that the Intellectual Property listed on Exhibit C constitute all of the material Licenses now owned by Grantor. If, before all Liabilities shall have been satisfied in full or before the

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Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Registered Intellectual Property of which Grantor has not previously informed Grantee, (ii) obtain rights to any Registered Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and Grantee may file or refile this Security Agreement with the U.S Patent and Trademark Office and U.S. Copyright Office. Grantor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Grantee's interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective material Intellectual Property collaterally assigned hereunder, and (ii) the payment in full of all Liabilities and the termination of the Loan Agreement. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Grantee of all Intellectual Property shall be worldwide and as extensive as the rights of Grantor to use such Intellectual Property, and without any liability for royalties or other related charges from Grantee to Grantor, solely for the purpose of completing production of, advertising for sale and selling any Intellectual Property.

7. Grantee's Right to Inspect; Trademark Quality Control. To the extent permitted by the Loan Agreement, Grantee shall have the right, from time to time during normal business hours to inspect Grantor's premises and to examine Grantor's books, records and operations, including, without limitation, Grantor's quality control processes. Grantor agrees (i) to maintain the quality of any and all products in connection with which the material Trademarks are used, consistent with the quality of said products (as determined by Grantor in its commercially reasonable business judgment) and (ii) to provide Grantee, upon Grantee's reasonable request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing.

8. Release of Security Agreement. Upon the payment and performance in full of the Liabilities and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Security Agreement shall terminate, and Grantee shall execute and deliver such documents and instruments and take such further action reasonably requested by Grantor, at Grantor's expense, as shall be necessary to evidence termination of the security interest granted by Grantor to Grantee hereunder.

9. Expenses. All reasonable costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Grantee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by

Grantor on demand by Grantee until so paid shall bear interest at the "default rate of interest" set forth in the Loan Agreement.

10. Duties of Grantor. Grantor shall have the duty to the extent commercially reasonable and in Grantor's good faith business judgment, desirable: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Liabilities (other than contingent indemnification Liabilities) shall have been paid in full and the Loan Agreement has been terminated, (ii) except as otherwise provided in the Loan Agreement, to preserve and maintain all rights in the material Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Grantor in its material Trademarks), and (iii) to ensure that the Registered Intellectual Property is and remains enforceable. Grantor shall not knowingly or unreasonably abandon any right to file a material patent, trademark or service mark application, or abandon any pending patent application, or any other material Intellectual Property, unless Grantor, in the exercise of its commercially reasonable business judgment determines that such abandonment will not materially and adverse effect its business.

11. Grantee's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, only after Grantee has tendered notice to Grantor of Grantee's desire to initiate such suit and Grantor has declined in writing to itself pursue such suit, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Grantee in aid of such enforcement.

12. Waivers. No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the Grantor and the Grantee.

15. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Grantee's rights and remedies with respect to the Intellectual Property, whether established

hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Grantee deems in its commercially reasonable judgment to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Liabilities shall have been paid in full (other than contingent indemnification Liabilities) and the Loan Agreement has been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Missouri.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its successors, nominees and assigns; provided, however, Grantor shall not assign this Security Agreement or any of Grantor's Liabilities hereunder without the prior written consent of Grantee.

17. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Missouri, without regard to choice of law or conflict of law principles.

18. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. Any fax signature shall be deemed to be as legally enforceable and effective as a signed original.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Grantee shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this Security Agreement will be filed by the Grantee with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office, at the sole cost and expense of Grantor.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

21. Foreign Patents, Copyrights and Trademarks. Upon the occurrence and during the continuance of an Event of Default, at the request of Grantee and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Grantor, Grantor shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Grantee to collaterally assign any and all of Grantor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Grantee. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

22. **Venue: Jury Trial Waiver.**

(i) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF JACKSON, STATE OF MISSOURI OR, AT THE SOLE OPTION OF GRANTEE, IN ANY OTHER COURT IN WHICH GRANTEE SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(ii) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO GRANTEE, GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH GRANTEE ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. GRANTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

[*The remainder of this page is intentionally left blank.*]

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IN WITNESS WHEREOF, Grantor has duly executed this Intellectual Property Security Agreement in favor of Grantee, as of the date first written above.

PLASTIC PACKAGING TECHNOLOGIES, LLC, a Delaware limited liability company

By: _____ DS
Name: DAVID STAKER
Title: PRESIDENT / CEO

Agreed and Accepted
as of January 10, 2007

BANK MIDWEST, N.A.

By: _____
Brian Bower, Vice President

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

The foregoing Intellectual Property Security Agreement was executed and acknowledged before me on January 10, 2007, by David Staker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the President/CEO of Plastic Packaging Technologies, LLC, a Delaware limited liability company, on behalf of such limited liability company.

_____
Notary Public

County,

_____ _____
My Commission expires:

NANCILU CHRISTINE MANZO
Notary Public, State of Missouri
Clay County
Commission # 06962327
My Commission Expires November 01, 2010

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EXHIBIT A

PATENTS - U.S.

Owner	Title	Patent No.	Issue Date	Status
PPC Acquisition Company	SECURITY BAG	5,318,364	June 7, 1994	Issued
Plastic Packaging Corporation	SECURITY BAG	5,208,194	April 28, 1992	Expired

EXHIBIT B

TRADEMARKS

Owner	MARK	Status	Registration No.	Registration Date
Plastic Packaging Technologies, LLC		Registered *U. S. federal*	3,085,062	April 25, 2006
Plastic Packaging Corporation	PLASTIC PACKAGING CORPORATION THE FLEXIBLE PACKAGING SPECIALISTS (and design)	Registered *State of Kansas*		April 16, 1998

TRADENAMES

"PLASTIC-PACKaging Corporation"

"Plastic Packaging Corporation"

"PPC Acquisition Co., LLC"

"Plastic Packaging Technologies, LLC"

DOMAIN NAMES

Owner	Domain Name	Registration Date	Expiration Date
Plastic Packaging	plaspack.com	August 28, 1997	August 28, 2008

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EXHIBIT C

LICENSE AGREEMENTS

Various licenses with PSI/Print Café Management Information Systems and other office software licenses.

EXHIBIT D

COPYRIGHTS--U.S.

None

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