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
Coating Excellence International, LLC		103/19/2008	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	M&I Marshall & Ilsley Bank		
Street Address:	70 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	banking corporation: WISCONSIN		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2835959	CEI
Registration Number:	3265546	CLEAN STRIP
Registration Number:	2158714	
Registration Number:	3149289	PREMIUM-PLUS
Registration Number:	2662890	SHARKSKIN
Serial Number:	77245107	ABSOLUT WRAP
Serial Number:	77082083	COATING EXCELLENCE INTERNATIONAL

CORRESPONDENCE DATA

900106742

Fax Number: (414)978-8675

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414.277.5000 Email: msl@quarles.com Correspondent Name: Marta S. Levine Address Line 1: Quarles & Brady LLP 411 East Wisconsin Avenue Address Line 2:

TRADEMARK

REEL: 003778 FRAME: 0589

Address Line 4: Milwaukee, WISCONSIN 53202			
ATTORNEY DOCKET NUMBER:	116416.00021		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		
Date:	05/12/2008		

Total Attachments: 19

source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page1.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page2.tif source = Coating Excellence General Intangibles Security Agreement Execuction Copy # page 3.tiful and the contraction of thesource=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page4.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page5.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page6.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page7.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page8.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page9.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page10.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page11.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page12.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page13.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page14.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page15.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page16.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page17.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page18.tif source=CoatingExcellenceGeneralIntangiblesSecurityAgreementExecuctionCopy#page19.tif

GENERAL INTANGIBLES SECURITY AGREEMENT

THIS GENERAL INTANGIBLES SECURITY AGREEMENT ("Agreement") is made and effective as of the <u>iq</u> day of March, 2008, by COATING EXCELLENCE INTERNATIONAL, LLC, a Wisconsin limited liability company ("Debtor"), to M&I MARSHALL & ILSLEY BANK, a Wisconsin banking corporation, in its capacity as Agent for and on behalf of the Lenders ("Secured Party"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement (as hereinafter defined).

RECITALS:

WHEREAS, CEI Holdings, LLC, the Lenders and Secured Party previously entered into a Credit Agreement of even date herewith (as subsequently joined by Debtor pursuant to that certain Subsidiary Joinder Agreement of even date herewith and as restated, amended, modified or supplemented from time to time hereafter, the "Credit Agreement");

WHEREAS, Debtor wishes to secure the payment and performance in full of all of the Obligations;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

AGREEMENT:

- 1. <u>Granting Clauses</u>. To secure the complete and timely satisfaction of all of Obligations including, without limitation, the Rate Management Obligations, and to further evidence Secured Party's security interest in the General Intangibles (as hereinafter defined), Debtor hereby irrevocably mortgages and pledges unto and creates a first priority security interest in for the benefit of Secured Party, with full power of sale upon the occurrence of any Event of Default, all of Debtor's right, title and interest throughout the world in and to (the following paragraphs (a)-(h), collectively "General Intangibles"):
- (a) The United States, foreign, and international patents and applications for patent of Debtor described in <u>Schedules A and B</u> hereto; all patents and applications for patent hereafter filed or acquired by Debtor; all patents and applications for patent at any time claiming priority to or at any time being the subject of a claim of priority by any of the foregoing, including for example and without limitation all provisional, divisional, continuation, continuations-in-part, reissue, reexamination, national phase, regional phase, and extension patents and patent applications; the inventions disclosed and/or claimed in any of the foregoing; and all other past, present, and future patentable and unpatentable inventions owned, made, created, discovered, or acquired by or for Debtor;
- (b) The United States and foreign copyright registrations and applications for copyright registrations of Debtor described in <u>Schedules C and D</u> hereto; all U.S. and foreign copyright registrations and applications hereafter filed or acquired by or for Debtor; all unregistered copyrights now existing or hereafter arising, created, or acquired by or for Debtor

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for all works protected by U.S. or foreign copyright laws, without regard to whether said works have been published or whether said copyrights are statutory or arise under the common law; and all collective works, compilations, derivative works, and joint works involving or including any of the foregoing in this paragraph, now owned or hereafter arising, created, or acquired by or for Debtor anywhere in the world;

- (c) The United States state and federal and foreign trademark, trade name, and service mark registrations and applications to register the same of Debtor described in **Schedules E and F** hereto; all United States state and federal and foreign trademark, trade name, and service mark registrations and applications to register the same hereafter filed or acquired by or for Debtor; all unregistered trademarks, trade names, and service marks now existing or hereafter arising, created, or acquired by or for Debtor anywhere in the world;
- (d) All of Debtor's customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, name plates, catalogs, supplier contracts, confidential information, consulting agreements, engineering contracts, rights to use product names or labels, formulas and all other assets which reflect the goodwill of the business of Debtor to which any of the aforementioned relate;
- (e) All income, royalties, damages, payments, or other proceeds of Debtor now or hereafter due or realized throughout the world with respect to any of the intellectual property rights described in paragraphs (a)-(d) of this section;
- (f) All rights of action throughout the world on account of past, present, and future unauthorized use or other violation or infringement of the intellectual property rights described in paragraphs (a)-(d) of this section;
- (g) The right to file, prosecute, and maintain throughout the world registrations and applications for registration of any of the intellectual property rights described in paragraphs (a)-(d) of this section; and
- (h) The entire goodwill of the business of Debtor connected or associated with or symbolized by the intellectual property rights described in paragraphs (a)-(d) of this section and any other general intangibles of Debtor not specified in paragraphs (a)-(d) of this section.
- TO HAVE AND TO HOLD the foregoing General Intangibles unto Secured Party, its successors and assigns, forever in accordance with the terms and conditions set forth herein; provided, however, that the Credit Agreement and the mortgage, lien and security interest in the General Intangibles granted Secured Party hereunder shall terminate if (i) Debtor shall absolutely and irrevocably pay in full and satisfy all of the Obligations, (ii) all financial arrangements between Debtor and Secured Party and between Debtor and each Lender shall have been terminated and (iii) Secured Party and the Lenders shall have no further obligation or commitment to advance or extend credit to Debtor.
- 2. <u>Rights and Remedies</u>. Debtor agrees in addition to the rights and remedies given to Secured Party under the Credit Agreement, upon the occurrence of any Event of Default, Secured Party shall have the rights and remedies of a secured party under the Uniform

Commercial Code, under other applicable law, and under this Agreement including the power to sell, assign and convey the General Intangibles, in whole or in part, for cash or on credit, at public sale or private sale and in whatever way Secured Party shall deem appropriate. Notice of any public sale of the General Intangibles, or the time after which a private sale may be made, shall be given at least ten (10) days in advance. At any sale (except a private sale), Secured Party may bid for and purchase the General Intangibles. Upon the occurrence and continuance of any Event of Default, Debtor shall, at Secured Party's request, execute and deliver to Secured Party an assignment in a form acceptable to Secured Party, whereby Debtor shall assign the General Intangibles to either Secured Party or a third party, at Secured Party's discretion. Upon the occurrence and continuance of any Event of Default, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments, as may be necessary for Secured Party to have the full benefit of this Agreement, including, but not limited to, the full right to use the General Intangibles described herein, or to grant or issue any exclusive or non-exclusive license under such General Intangibles to anyone else, or as may be necessary for Secured Party to assign, pledge, convey or otherwise transfer title in and to or otherwise dispose of the General Intangibles. Debtor hereby ratifies all acts that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until such time as all Obligations have been fully paid and satisfied and all financial arrangements between Debtor and Secured Party shall have been terminated.

- 3. Secured Party's Waivers. Secured Party shall have no obligation or responsibility to protect or defend the General Intangibles or the right to use thereof, and Debtor shall, at its own expense, take such actions as may be reasonably necessary to protect, defend and maintain its material General Intangibles in the United States. Debtor shall forthwith advise Secured Party in writing of material infringements or unauthorized uses of the General Intangibles detected by Debtor. Upon the occurrence and continuation of an Event of Default, or if Debtor fails to comply with the foregoing, Secured Party may but shall not be required to take reasonable action deemed appropriate by it to protect, defend and maintain the General Intangibles. Any such actions may be taken by Secured Party in Debtor's name to the extent permitted by law, and Debtor hereby agrees, upon demand, to reimburse Secured Party for reasonable costs and expenses incurred in taking any such action.
- 4. <u>Subsequently Acquired General Intangibles</u>. If, before the Obligations are paid and satisfied in full, Debtor acquires, develops or otherwise obtains rights to any General Intangibles of the types described in Section 1 hereof, the provisions of this Agreement shall automatically apply thereto, and Debtor shall give Secured Party prompt notice thereof in writing. Debtor authorizes Secured Party to modify this Agreement by amending any applicable Schedule to include any subsequently acquired or developed General Intangibles.
- 5. <u>Subsequent Assurances</u>. Debtor further agrees and covenants that it will, at its own expense, execute all papers and perform such other acts as may be reasonably necessary to give Secured Party the full benefit of this Agreement.
- 6. <u>Representations, Warranties and Covenants</u>. Debtor hereby represents, warrants and covenants as follows:

- (a) The patents, copyrights, trademark, trade names and service marks, and applications therefor, set forth in the Schedules hereto constitute all of the patents, copyrights, trademarks, trade names and service marks, and applications therefor, owned by or assignable to Debtor.
- (b) Except for the security interest granted Secured Party hereby, and except as set forth on the attached Schedules, Debtor is and will continue to be the owner of all of the General Intangibles free and clear of any adverse claim, security interest, license or encumbrance of any person other than Secured Party and other than Permitted Liens.
- (c) Debtor has the full right and power to execute this Agreement and grant the mortgage, pledge and security interests in its General Intangibles made hereby.
- (d) Except as set forth on the attached Schedules, Debtor has made no currently or prospectively effective assignment, transfer, license or agreement in conflict herewith or constituting a present or prospective assignment or transfer of or encumbrance on any of the General Intangibles.
- (e) Except financing statements filed or to be filed in respect to the security interest under this Agreement and other financing statements in favor of Secured Party or filings with respect to Permitted Liens, there is no financing statement or other document or instrument now signed or on file in any public office covering any part of the General Intangibles, and so long as any of the Obligations remain outstanding, and all financial arrangements between Debtor and Secured Party or between Debtor and any Lender shall not have been terminated, Debtor will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments.
- (f) All information furnished to Secured Party and the Lenders concerning the General Intangibles and proceeds thereof, or otherwise for the purpose of obtaining credit or an extension of credit, is or will be at the time the same is furnished, accurate and correct in all material respects.
- (g) To the extent any of the General Intangibles constitutes, incorporates or is used in connection with any software programs or computer based applications, Debtor agrees to deliver to Secured Party a copy (on diskette or other tangible medium satisfactory to Secured Party) of the source code for such software and/or computer applications, other than software or computer applications of general application for which Debtor does not have the source codes, upon request and at no charge to Secured Party.
- 7. Prosecution of General Intangibles. Until this Agreement terminates as provided in Section 1 hereof, Debtor shall diligently file and prosecute in the United States Patent and Trademark Office and in the United States Copyright Office any continuations, continuations-in-part, applications for reissue, applications for certificate of correction, affidavits of use, proofs of use, renewals and like matters, for material General Intangibles which are commercially reasonable and as are in Debtor's best business interests, and Debtor shall bear the entire cost of all such filings and proceedings. Debtor agrees to retain a licensed patent attorney

or an experienced copyright and trademark attorney, as appropriate, for the filing and prosecution of all such applications and other proceedings.

- 8. <u>Payments of Fees</u>. Except in connection with an abandonment or forfeiture permitted by Section 9 hereof, Debtor agrees to pay when due all fees, including license fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the patents or patent applications, trademark registrations, trade name registrations, or trademark applications, service mark registrations and service mark applications, trade names, copyright registrations, copyright applications and know-how within the General Intangibles.
- 9. No Abandonment or Forfeiture. Except where (a) abandonment or forfeiture would be in the best business interests of Debtor and (b) Secured Party has consented thereto in writing (which consent shall not be unreasonably withheld), Debtor shall not allow any material trademark, trade name, service mark, or any application for trademark, trade name or service mark included within the General Intangibles to become abandoned, forfeited or dedicated to the public without the express written approval of Secured Party. If any pending or hereafter filed trademark, trade name, service mark or application for registration thereof, including renewal applications, has been finally rejected by the United States Patent and Trademark Office or any foreign patent or trademark office, Debtor may abandon the same.
- 10. Secured Party's Right to Preserve Collateral. Secured Party may, at its option, after the occurrence and during the continuance of an Event of Default, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon those General Intangibles which are comprised of patents, trademarks, trade names or service marks, or registrations thereof owned or used by Debtor (the "Relevant General Intangibles"), or pay for maintenance or otherwise preserve the Relevant General Intangibles, or pay any other fees, attorneys' fees or other expenses necessary to preserve and protect the rights conveyed, mortgaged and secured by the security interests hereby granted with respect to the Relevant General Intangibles. Debtor hereby agrees, upon demand, to reimburse Secured Party for all payments made by it under this Section 10.
- 11. <u>Stand-By License</u>. Debtor hereby grants to Secured Party an irrevocable perpetual and royalty-free license, effective upon the occurrence and the continuance of an Event of Default, to use or grant licenses relating to the General Intangibles, in Secured Party's sole discretion, for any of the following purposes: operating Debtor's business, completing any work in progress of Debtor, using or processing any inventory of Debtor, repairing any goods manufactured by Debtor, selling or marketing any goods of Debtor or any goods manufactured from inventory or work in progress of Debtor, and any other purpose reasonably related to Secured Party's interests in the General Intangibles for the realization of the value thereof. The irrevocable license granted by this Section 11 shall be effective from the date hereof until (a) all of the Obligations have been paid in full and (b) all financial arrangements between Debtor and Secured Party and between Debtor and each Lender shall have been terminated.
- 12. <u>Control and Management</u>. Secured Party shall permit Debtor to control and manage the General Intangibles in the operation of its business including rights of manufacture, use and sale granted by said General Intangibles, to enforce rights under the General Intangibles, and to receive and use the income, revenue and profits arising from said General Intangibles and

the proceeds thereof in the same manner and with the same effect as if this Agreement had not been made so long as Debtor has paid and satisfied when due the Obligations secured by this Agreement and no Event of Default has occurred and is continuing and Secured Party has not notified Debtor that Secured Party intends to control and manage the General Intangibles, enforce rights under the General Intangibles, and to receive and use the income, revenue and profits arising from said General Intangibles and the proceeds thereof. The present grant to Secured Party of a lien, security interest and mortgage notwithstanding, the parties acknowledge that Debtor is and shall remain the owner of the General Intangibles with full power to grant licenses, but any such license other than in favor of Affiliates shall be approved by Secured Party in writing and be and remain subject to the terms and conditions hereof and the superior rights of Secured Party.

- or pursue or exhaust any of its rights or remedies against Debtor or others with respect to the payment of the Obligations, and shall not be required to marshal the General Intangibles or any other collateral granted as security for the Obligations or to resort to the General Intangibles on any other collateral granted as security for the Obligations in any particular order and all of the rights of Secured Party hereunder shall be cumulative. To the extent that it lawfully may, Debtor hereby waives and relinquishes the benefit and advantage of, and does hereby covenant not to assert against Secured Party, any valuation, stay, appraisement, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement or in respect of the General Intangibles. To the extent it lawfully may, without limiting the generality of the foregoing, Debtor hereby agrees that it will not invoke or utilize any law which might cause delay in, or impede, the enforcement of Secured Party's rights under this Agreement, and hereby waives the same.
- 14. <u>Application of Proceeds</u>. The proceeds of all sales and collections hereunder, the application of which is not otherwise herein provided for, shall be applied in the manner set forth in the Credit Agreement. As used in this Section 14, "proceeds" shall mean cash, securities and other property realized in respect of, and distributions in kind of, General Intangibles, including any thereof received under any reorganization, liquidation or adjustment of debt of Debtor.
- 15. Course of Dealing. No course of dealing between Debtor and Secured Party shall operate as a waiver of any rights of any of them under this Agreement or in respect of the General Intangibles or the Obligations. No delay or omission on the part of Secured Party in exercising any right under this Agreement in respect of the General Intangibles or any Obligations shall operate as a waiver of such right or any other right hereunder. A waiver on any one occasion shall not be construed as a bar to waiver of any right and/or remedy on any future occasion. No waiver, amendment to, or other modification of this Agreement shall be effective unless it is in writing and signed by Secured Party and Debtor.
- 16. <u>Discharge</u>. If (a) Debtor shall absolutely, completely and irrevocably pay in full and satisfy the Obligations, (b) all financial arrangements between Debtor and Secured Party and between Debtor and each Lender shall have been terminated and (c) neither Secured Party nor any Lender shall have any further obligation or commitment to advance or extend credit to Debtor, then this Agreement and the rights hereby granted shall cease and be void, and at the

request of Debtor, and at its expense, Secured Party shall release and discharge all of the General Intangibles without recourse against Secured Party and, to that end, shall execute and deliver to Debtor, at Debtor's own expense, such releases, reassignments, and other documents (or cause the same to be done) as Debtor shall reasonably request, and Secured Party shall pay over to Debtor any money and deliver to it any other property then held by it as General Intangibles (or cause the same to be done). The receipt of Debtor for the General Intangibles so delivered shall be a complete and full acquittance therefor, and Secured Party shall thereafter be discharged from any liability or responsibility therefor.

17. Choice of Law and Forum/Beneficiaries. THE VALIDITY, INTERPRETATION AN ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF WISCONSIN AND IN ALL OTHER RESPECTS SHALL BE GOVERED BY THE INTERNAL LAWS OF THE STATE OF WISCONSIN (IRRESPECTIVE OF SUCH STATE'S RULES ON CONFLICTS OF LAWS) EXCEPT TO THE EXTENT EXPRESSLY SUPERSEDED BY FEDERAL LAWS. DEBTOR AND SECURED PARTY CONSENT TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT IN MILWAUKEE, WISCONSIN REGARDING ANY CLAIMS ARISING, DIRECTLY OR INDIRECTLY, UNDER THIS AGREEMENT, AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS AND TRIAL BY JURY. THIS AGREEMENT SHALL BE BINDING UPON DEBTOR, AND ITS SUCCESSORS AND ASSIGNS AND SHALL INURE TO THE BENEFIT OF SECURED PARTY, AND ITS SUCCESSORS AND ASSIGNS.

18. Miscellaneous.

- (a) This Agreement shall be deemed to have been made in the State of Wisconsin and shall be governed by the laws of the State of Wisconsin. The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.
- (b) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given or made when delivered in hand, or when deposited in the mail. Communications or notices shall be delivered personally or by certified or registered mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this section of a change of address, to the parties and at the addresses set forth in the Credit Agreement.
- (c) In the event that any provision hereof shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity of such provision shall not affect the validity of any remaining provision hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE FOLLOWING]

-7-

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

M&I MARSHALL & ILSLEY BANK

[SIGNATURE PAGE-GENERAL INTANGIBLES SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

M&I MARSHALL & ILSLEY BANK

By:	
Ro	bert A. Nielsen, Vice President
By:	
	phen F. Geimer, Senior Vice President
COAT	ING EXCELLENCE INTERNATIONAL,
LLC	
By:	Mil Klave
Name:	Michael R. Nowal
Title:	President-

[SIGNATURE PAGE-GENERAL INTANGIBLES SECURITY AGREEMENT]

STATE OF WISCONSIN)
COUNTY OR Militarker) SS
On this day of March, 2008, before me, a Notary Public, personally appeared Michael R. White have to me personally known, who being by me duly sworn, did say that he is the March of COATING EXCELLENCE
sworn, did say that he is the description of COATING EXCELLENCE
INTERNATIONAL, LLC, a Wisconsin limited liability company, and that this instrument was
signed and sealed on behalf of each such entity, and acknowledged the execution of this
instrument as the free act and deed of each such entity

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

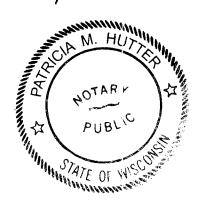
Name flattelle M. Authoria

County of Millitukee [NOTARIAL, SEAL]

My Commission is perment

This instrument was drafted by and should be returned to:

Tonya A. Trumm, Esq. Michael Best & Friedrich LLP 100 East Wisconsin Avenue Milwaukee, Wisconsin 53202



[NOTARY PAGE-GENERAL INTANGIBLES SECURITY AGREEMENT]

GENERAL INTANGIBLES

SECURITY AGREEMENT

Schedules

- Schedule A United States patents and applications for patent of Debtor (including Patent No./Serial No.; Issue Date/Filing Date; Title; Inventors)
- Schedule B Patents and applications for patent of Debtor in other countries (including Patent No./Serial No.; Issue Date/Filing Date; Title; Inventors)
- Schedule C United States Copyright registrations and applications for copyright registrations of Debtor (including Reg. No; Publication Date; Description/Title)
- Schedule D Copyright registrations and applications for copyright registration of Debtor in other countries (including Reg. No; Publication Date; Description/Title)
- Schedule E United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of Debtor (including Mark; Reg. No./Serial No.; Reg. Date/Filing Date)
- Schedule F Trademarks, service marks and trade names and applications for registrations of trademarks, service marks and trade names of Debtor in other countries (including Mark; Reg. No./Serial No.; Reg. Date/Filing Date)

Schedule A

United States patents and patent applications of Debtor:

Patents

Country	Title	Patent No.	Issue Date
U.S.	Static COF differential poly film ream wrap	6818346	11/16/2004

Patent Applications

Country	Title	Patent App. No.	Filing Date
U.S.	High strength ream wrap	(10/023500)	(12/17/2001)
U.S.	Heat sealable composite wrap material	(10/094060)	(03/08/2002)
U.S.	Sandwich wrappers, fast food wrappers, and gum wrappers comprising PLA resin	(10/430227)	(05/05/2003)
U.S.	Selling ream wrap for private labels	(10/879851)	(06/28/2004)
U.S.	Ream wrap printed with removable coupons or promotional markings	(10/929938)	(08/30/2004)
U.S.	Laminated medial examination paper	(10/962857)	(10/12/2004)
U.S.	Packaging materials with tear tapes	(11/078032)	(03/11/2005)
U.S.	Composite film bag for packaging bulk products	(11/244691)	(10/06/2005)
U.S.	Selling paper through organizations	(10/750071)	(12/31/2003)
U.S.	Composite film bag for packaging bulk products	(11/538838)	(10/05/2006)
U.S.	Composite wrap material	(09/178329)	(10/23/1998)
U.S.	Electron-beam cured heat-transfer label	(10/712722)	(11/13/2003)
U.S.	Ream wrap with tracking device ¹	(11/087043)	(03/22/2005)
U.S.	Tear Tape applicator for ream wrap and other packaging materials ²	(11/691158)	(03/26/2007)
U.S.	Nonwoven ream wrap	(10/193478)	(07/11/2002)

Assignment from inventors to company not yet recorded with the U.S. Patent and Trademark Office.

Assignment from inventors to company not yet recorded with the U.S. Patent and Trademark Office.

Schedule B

Patents and patent applications of Debtor in countries other than the United States:

Patents

[none]

Patent Applications

Country	Title	Patent App. No.	Filing Date
Australia	Ream wrap and packaging materials with tear tapes and tear tape applicator for same	(205221691)	(03/10/2005)
Canada	Ream wrap and packaging materials with tear tapes and tear tape applicator for same	(20560661)	(03/11/2005)
Canada	Ream wrap having white or colored poly coating	(2416174)	(11/13/2003)
Canada	High strength ream wrap	(2414630)	(12/17/2002)
Canada	Ream wrap comprising PLA resin	(2428320)	(05/07/2003)
Canada	Sandwich wrappers, fast fold wrappers, and gum wrappers comprising PLA resin	(2428035)	(05/07/2003)
Canada	Heat sealable composite wrap material	(2478242)	(03/10/2003)
Canada	Laminated medical examination paper	(2484433)	(10/08/2004)
Canada	Static COF differential poly film ream wrap	(2454530)	(12/30/2003)
Canada	Selling paper through organizations	(2454659)	(12/31/2003)
Canada	Static COF differential poly film ream wrap	(2466460)	(05/05/2004)
Canada	Reams of wrapped paper accompanied by one or more printed manufacturer or retailer coupons or coupon booklets	(2473480)	(07/12/2004)
Canada	Ream wrap with tracking device	(2559252)	(03/22/2005)
European Patent Application	Heat sealable composite wrap material	(03744241.5)	03/10/2003)
European Patent Application	Reams of wrapped paper accompanied by one or more printed manufacturer or retailer coupons or coupon booklets	(04254118.5)	(07/09/2004)

Country	Title	Patent App. No.	Filing Date
European Patent Application	Ream wrap with tracking device	(05729986.1)	(03/22/2005)
European Patent Application	Ream wraps comprising PLA resin	(03252859.8)	(05/07/2003)
European Patent Application	Static COF differential poly film ream wrap	(04252582.4)	(05/04/2004)
PCT	Resealable package with tamper evident structure and method for making same	(PCT/US2007/076201)	(08/17/2007)
PCT	Method for manufacturing woven laminated bag		(10/01/2007)
European Patent Application	Ream wrap and packaging materials with tear tapes and tear tape applicator for same	(05730940.3)	(03/10/2005)
PCT	Composite film bag for packaging bulk products	(PCT/US2006/39105)	(10/05/2006)

Schedule C

United States copyright registrations and applications for copyright registrations of Debtor:

Reg. No. Publication Date Expiration Date Description/Title

[none]

Schedule D

Copyright registrations and applications for copyright registration of Debtor in other countries:

Reg. No. <u>Country Publication Date</u> <u>Description/Title</u>

[none]

Schedule E

United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of Debtor:

U.S. Trademarks

Registered Marks

Country	Trademark	Reg. No.	Issue Date	Goods
U.S.	CEI	2835959	04/27/2004	Ream wrap for paper, coated and laminated paper for food wraps, and coated and laminated paper for flexible packaging
U.S.	CLEAN STRIP	3265546	07/17/2007	Packaging materials, namely, paperboard or cardboard wrapping and packaging materials; plastic bags for wrapping or packaging; plastic packaging and wrapping material, namely, film not for industrial and commercial packaging use; ream wrap for paper, coated and laminated paper for food wraps and coated and laminated paper for flexible packaging
U.S.	Paper Roll Design	2158714	05/19/1998	Coated paper used for the further manufacture of food wraps
U.S.	PREMIUM PLUS	3149289	09/26/2006	Paper for use on examination tables
U.S.	SHARKSKIN	2662890	12/17/2002	Ream wrap

Applications

Country	Trademark	App. No.	Filing Date	Goods
U.S.	ABSOLUT WRAP	(77/245107)	(08/02/2007)	Paper packaging designed for use in connection with food
U.S.	COATING EXCELLENCE INTERNATIONAL	(77/082083)	(01/12/2007)	Coated and laminated paper and plastic products for use in wrapping and packaging namely, plastic bags, bubble packs, plastic wrap; heat transfer paper and film labels; tape base paper; release paper for industrial and commercial retail products (int. Cl. 17) plastic wrapping film for household and industrial uses, namely, rearn wrap, food packaging, consumer product packaging; aluminum foil laminated paper for printing purposes; insulation products, namely, insulation facing paper and paper a film composite

Unregistered Marks

STATE TRADEMARKS

Registered Marks

State	Trademark	Reg. No.	Issue Date	Goods
Wisconsin State	Paper Roll Design	5701703	04/16/1997	Poly extrusion coated products



Applications

[none]

Schedule F

Trademarks, service marks and trade names and applications for registrations of trademarks, service marks and trade names of Debtor in other countries:

Foreign Trademarks and Applications

Registered Marks

Country	Trademark	Reg. No.	Issue Date	Goods
Australia	CLEAN STRIP	1078332	09/30/2005	Packaging materials; paperboard and/or cardboard wrapping and packaging materials; plastic packaging material; film and bags for wrapping or packaging; ream wrap for paper; coated and laminated paper for food wraps; coated and laminated paper for flexible packaging
Canada	CEI	TMA661885	03/31/2006	Ream wrap for paper, coated and laminated paper for food wraps, and coated and laminated paper for flexible packaging
Canada	SHARKSKIN	TMA648250	09/15/2005	Ream wrap
European Community	CEI	3098506	12/21/2005	Food packaging, polycoated paper, and ream wrap and paper mill packaging.
European Community	CLEAN STRIP	4627758	08/14/2006	Packaging materials, namely, paperboard or cardboard wrapping and packaging materials; plastic packaging material, namely film and bags for wrapping or packaging; ream wrap for paper, coated and laminated paper for food wraps, and coated and laminated paper for flexible packaging

Applications

Country	Trademark	App. No.	Filing Date	Goods
Brazil	CLEAN STRIP	(827805195)	(09/30/2005)	
Canada	ABSOLUT WRAP	(1354128)	(06/29/2007)	Paper packaging designed for use in connection with food
Canada	PREMIUM- PLUS	(1262380)	(06/23/2005)	Paper for use on examination tables

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RECORDED: 05/12/2008