

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Exopack Advanced Coatings, LLC		05/31/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Agent
<b>Street Address:</b>	101 North Tyson Street
<b>Internal Address:</b>	4th Floor: mailcode: NC1-001-04-39
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28550
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1749153	DURATOOL
Registration Number:	2996339	DURATOOL ECLIPSE
Registration Number:	3151256	INSPIRE
Registration Number:	2067371	REFLEX
Registration Number:	3293301	STRAT FX
Registration Number:	1246122	TECNILITH
Registration Number:	3901524	Z-FLO CONDUCTIVE FILMS AND FOILS

**CORRESPONDENCE DATA**

Fax Number: (212)751-4864  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-906-1200  
 Email: angela.amaru@lw.com  
 Correspondent Name: Angela M. Amaru c/o Latham & Watkins

**900193692**

**TRADEMARK  
 REEL: 004555 FRAME: 0379**

**CH \$190.00 1749153**

Address Line 1: 885 Third Avenue  
Address Line 2: Suite 1000  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 024700-0144

NAME OF SUBMITTER: Angela M. Amaru

Signature: /s/ Angela M. Amaru

Date: 06/07/2011

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 31, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Bank of America, N.A., in its capacity as Administrative Agent for the Lenders ("**Agent**").

**WHEREAS**, the Grantors are party to a Security Agreement dated as of May 31, 2011 (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Agent pursuant to which the Grantors granted a security interest to the Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors hereby agrees with the Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security Interest.** Each Grantor hereby grants to the Agent, for itself and the benefit of the Secured Parties, a security interest in and lien upon all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "**Trademark Collateral**"):

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all rights corresponding thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

**SECTION 5. Counterparts**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts taken together shall constitute but one in the same instrument.


[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EXOPACK, LLC**

By:   
\_\_\_\_\_  
Name: Jack E. Knott  
Title: Chief Executive Officer

**EXOPACK-TECHNOLOGY, LLC**

By:   
\_\_\_\_\_  
Name: Jack E. Knott  
Title: Chief Executive Officer

**EXOPACK ADVANCED COATINGS, LLC**

By:   
\_\_\_\_\_  
Name: Jack E. Knott  
Title: Chief Executive Officer

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**  
as Agent

By: 

Name: **Henry Pennell**  
Title: **Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004555 FRAME: 0384**



**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

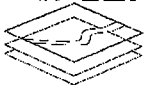

**Grantor: Exopack, LLC**

<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>
CLEARSHIELD	76552803 10/20/2003	3042255 1/10/2006
HALO	77264525 8/26/2007	3914651 2/1/2011
I-VAC	76623326 12/6/2004	3200077 1/23/2007
LASERTEAR	76454119 10/1/2002	2907014 11/30/2004
MARAFLEX	72057657 8/22/1958	679632 6/2/1959


**Grantor: Exopack-Technology, LLC**

<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>
DESIGN ONLY 	78079895 8/17/2001	2765640 9/16/2003
EXOPACK	78079904 8/17/2001	2765641 9/16/2003
POLARFLEX 	77748938 6/1/2009	---
SEAL 'N VENT SEAL 'N VENT	78619093 4/28/2005	3319958 10/23/2007
SEAL 'N VENT <b>Seal 'n Vent</b>	78619213 4/28/2005	3319960 10/23/2007
SHUR-SEAL	78303799 9/22/2003	3220481 3/20/2007

**Grantor: Exopack Advanced Coatings, LLC**

<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>
DURATOOL	74116644 11/19/1990	1749153 1/26/1993
DURATOOL ECLIPSE	76490607 2/19/2003	2996339 9/20/2005
INSPIRE	76543292 9/8/2003	3151256 10/3/2006
REFLEX <b>REFLEX</b> 	75176177 10/3/1996	2067371 6/3/1997
STRAT FX	77077033 1/5/2007	3293301 9/18/2007
TECNILITH	73289213 12/10/1980	1246122 7/26/1983
Z-FLO CONDUCTIVE FILMS AND FOILS  <small>CONDUCTIVE FILMS AND FOILS</small>	77808358 8/19/2009	3901524 1/4/2011

**Grantor: Cello-Foil Products, Inc.**

<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>
CF 	71683354 3/14/1955	635356 10/9/1956