

12-09-2002



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102304857

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): International Foam Packaging, LLC
11-13-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Virginia limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Resource Bank
Internal
Address:
Street Address: 3720 Virginia Beach Blvd.
City: Virginia Beach State: VA Zip: 23452
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Virginia banking corporation
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: October 24, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1998638, 2326032
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: R. Joel Ankney
Internal Address: Troutman Sanders LLP
Street Address: 4425 Corporation Lane
Suite 420
City: Virginia Beach State: VA Zip: 23462

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

12/06/2002 BYRNE 00000000 1998638

DO NOT USE THIS SPACE

01 FC:8521 9. Signature. 40.00 DP
02 FC:8522 25.00 DP

William C. Gill
Name of Person Signing

[Signature]
Signature

11/7/02
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

"The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument."

If Debtor is an organization, Debtor (a) is the type of organization, (b) is organized under the laws of the jurisdiction, (c) has its chief executive office, and (d) if it is a "registered organization" as defined in Article 9 of the Uniform Commercial Code (i.e., organized solely under the laws of a single State and as to which the State must maintain a public record showing the organization to have been organized), has the organizational identification number (or, if none, has been assigned no such number by the State of organization), all as set forth under Debtor's name (which is its exact and complete legal name) at the signature line of this Security Agreement. If Debtor is an individual, Debtor's exact and complete legal name and principal residence are as set forth at and under Debtor's name at the signature line of this Security Agreement. Debtor agrees to notify Secured Party immediately in the event of a change in any of the foregoing facts and information.

In witness whereof, the undersigned has executed this Security Agreement as of this

24th day of October, 2002

WITNESS/ATTEST:

INTERNATIONAL FOAM PACKAGING, LLC

WST
Name: WILLIAMS-TATE

By: Joseph P. Sullivan (SEAL)
Joseph P. Sullivan, President

Type of organization: Limited liability company

Jurisdiction of organization: Commonwealth of Virginia

Organizational Identification Number (or "None"): S072102-9

Location of chief executive office: 3530 Mayland Court, Richmond, Virginia 23233

If an individual, Principal residence: N/A

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 24th day of October, 2002, by Joseph P. Sullivan, President of International Foam Packaging, LLC, a Virginia limited liability company, on its behalf. Joseph P. Sullivan is personally known to me or has produced a personal witness as identification.

Phyllis H. Marston
Notary Public

My commission expires: 9/30/05
(SEAL)

TRADEMARK
REEL: 002629 FRAME: 0648

"General Intangibles" means all general intangibles of every nature, whether presently existing or hereafter acquired or created, and without implying any limitation of the foregoing, further means all books and records, commercial tort claims, other claims (including without limitation all claims for income tax and other refunds), payment intangibles, Supporting Obligations, choses in action, claims, causes of action in tort or equity, contract rights, judgments, customer lists, software, Patents, Trademarks, including without limitation the Trademarks and goodwill associated therewith that are the subject of U.S. Registration No. 2,326,032 (XPANDER PAK) and U.S. Registration No. 1,998,638 (SAFE-T-SHIPPER), licensing agreements, including without limitation, that certain Amended and Restated Exclusive Patent License for U.S. Patent No. 4,193,499 (Prefabricated Unitary Package Which When Sealed and Irradiated Conforms Closely to Contents and Becomes Impact Absorbing) and U.S. Patent No. 4,620,633 (Protective Envelope Device for Packaging Fragile Articles), dated as of March 9, 1992, by and between Theodore Lookholder and Joan Lookholder and Pup-Pak Production and Marketing, Inc., rights in intellectual property, goodwill (including goodwill of the Debtor's business symbolized by and associated with any and all Trademarks, trademark licenses, Copyrights and/or service marks), royalty payments, licenses, letter-of-credit rights, letters of credit, contractual rights, the right to receive refunds of unearned insurance premiums, rights as lessee under any lease of real or personal property, literary rights, Copyrights, service names, service marks, logos, trade secrets, amounts received as an award in or settlement of a suit in damages, deposit accounts, interests in joint ventures, general or limited partnerships, or limited liability companies or partnerships, rights in applications for any of the foregoing, books and records in whatever media (paper, electronic or otherwise) recorded or stored, with respect to any or all of the foregoing, all Supporting Obligations with respect to any of the foregoing, and all Equipment and General Intangibles necessary or beneficial to retain, access and/or process the information contained in those books and records, and all Proceeds of the foregoing.

For purposes of this Security Agreement, the following terms shall have the meanings set forth below:

"Copyrights" means and includes, in each case whether now existing or hereafter arising, all of the Debtor's rights, title and interest in and to (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, copyright applications, and all renewals of any of the foregoing, (b) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past, current or future infringements of any of the foregoing, (c) the right to sue for past, present and future infringements of any of the foregoing, and (d) all rights corresponding to any of the foregoing throughout the world.

"Patents" means and includes, in each case whether now existing or hereafter arising, all of the Debtor's rights, title and interest in and to (a) any and all patents and patent applications, (b) any and all inventions and improvements described and claimed in such patents and patent applications, (c) reissues, divisions, continuations, renewals, extensions and continuations-in-part of any patents and patent applications, (d) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any patents or patent applications, including, without limitation, damages and payments for past and future infringements, (e) rights to sue for past, present and future infringements of patents, and (f) all rights corresponding to any of the foregoing throughout the world.

"Supporting Obligation" means a Letter-of-credit right, secondary obligation or obligation of a secondary obligor or that supports the payment or performance of an account, chattel paper, a document, a general intangible, an instrument or investment property.

"Trademarks" means and includes in each case whether now existing or hereafter arising, all of the Debtor's rights, title and interest in and to (a) any and all trademarks (including service marks), trade names and trade styles, and applications for registration thereof and the goodwill of the business symbolized by any of the foregoing, (b) any and all licenses of trademarks, service marks, trade names and/or trade styles, whether as licensor or licensee, (c) any renewals of any and all trademarks, service marks, trade names, trade styles and/or licenses of any of the foregoing, (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements thereof, (e) rights to sue for past, present and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (f) all rights corresponding to any of the foregoing throughout the world.