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

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

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1998638, 2326032

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:

DO NOT USE THIS SPACE

9. Signature.
William C. Gill William C. Gill 11/7/02
Name of Person Signing Signature Date

12/06/2002 09:09:00 00000089 1998638

Total number of pages including cover sheet, attachments, and document: **7**

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

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

TRADEMARK
REEL: 002629 FRAME: 0815

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is entered into as of October 24, 2002, by and among INTERNATIONAL FOAM PACKAGING, LLC, a Virginia limited liability company ("IFP") and RESOURCE BANK ("Resource Bank").

WHEREAS, IFP is the exclusive owner of the SAFE-T-SHIPPER and XPANDER PAK trademarks and the goodwill associated therewith, which trademarks are the subjects of U.S. Trademark Registration No. 1,998,638 and U.S. Trademark Registration No. 2,326,032, respectively (collectively, the "Trademarks");

WHEREAS, Resource Bank has agreed to extend financing to IFP (the "Loans");

WHEREAS, the Loans are evidenced by (a) that certain promissory note in the original principal amount of \$250,000.00 (the "\$250,000 Note") dated of even date herewith and any renewals and replacements thereof, and (b) that certain promissory note in the original principal amount of \$150,000 (the "\$150,000 Note") date of even date herewith and any renewals and replacements thereof (the \$250,000 Note and the \$150,000 note are sometimes hereinafter collectively referred to as the "Notes");

WHEREAS, IFP has granted to Resource Bank a security interest in certain of its assets by virtue of (a) that certain security agreement dated of even date herewith to secure the amounts due under the \$250,000 Note and any renewals and extensions thereof and (b) that certain security agreement dated of even date herewith to secure the amounts due under the \$150,000 Note and any renewals and extensions thereof (collectively, the "Security Agreements");

WHEREAS, the Notes, Security Agreements and all other documents relating to the Loan are referred to herein as the "Loan Documents";

WHEREAS, IFP desires to sell, transfer and assign to Resource Bank all ownership rights and privileges in the Trademarks for the purpose of securing payment of the Loans and performance of its obligations embodied in the Loan Documents;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and the mutual covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. IFP hereby assigns to Resource Bank the exclusive right, title and interest in the Trademarks, including all the goodwill and registrations associated therewith and all contract rights and causes of action related in any way thereto.

This assignment is made for the purpose of securing:

- a. The payment of the Loans (including any extensions or renewals thereof) and performance of all obligations contained in the Notes, the Security Agreements and the Loan Documents;

- b. The payment of any other indebtedness or liability of IFP to Resource Bank now existing or hereafter arising; and
- c. The performance and discharge of each and every term, covenant and condition of the Notes, Security Agreements and/or the Loan Documents.

This assignment is absolute and effective immediately. Notwithstanding the foregoing, until notified by Resource Bank in writing that default has occurred of the terms of this Agreement, the Notes, Security Agreements and/or the Loan Documents, IFP may enjoy all indicia of ownership and complete use of the Trademarks. Upon full payment of the Loans, and any renewals and extensions thereof, strictly according to the schedule set forth in the Notes, time being of the essence, without default under the terms of the Notes, Security Agreements and/or the Loan Documents, this Agreement will become null and void.

In the event of default of the terms of this Agreement, the Notes, Security Agreements and/or the Loan Documents, Resource Bank may, at its option and upon written notice to IFP, exercise all right, title and interest in the Trademarks and terminate IFP's right, title and interest in the Trademarks.

IFP hereby appoints Resource Bank its true and lawful attorney with full power of substitution and with power for Resource Bank in its own name and capacity or in the name and capacity of IFP to demand, collect, receive and give profits, revenue, royalties, rights and benefits accruing from the Trademarks, and at Resource Bank's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of IFP or otherwise, which Resource Bank may deem necessary or desirable in order to exercise its right, title and interest in the Trademarks.

Resource Bank may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals, or indulgences with respect to such indebtedness and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights.

- 2. Further Assurances. IFP hereby agrees to assist Resource Bank in (i) evidencing, recording and perfecting the assignment of the Trademarks contemplated by this Agreement; and (ii) applying for and obtaining recordation of, and from time to time enforcing, maintaining, and defending the rights assigned herein. If Resource Bank is unable, for any reason whatsoever, to secure IFP's signature to any document it is entitled to under this Section 2, IFP hereby irrevocably designates and appoints Resource Bank as its agent and attorney-in-fact with full power of substitution to act for and on its behalf and instead of IFP, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by IFP.
- 3. Remedies. The parties hereto acknowledge that Resource Bank would suffer damages as a result of any breach of IFP's covenants and agreements contained herein, but that the

amount of such damages is not and would not be reasonably ascertainable, and that monetary damages would not adequately compensate IFP for any such breach. Therefore, in the event of a breach and/or default by IFP of any of the provisions of this Agreement, the Notes, the Security Agreements and/or any of the Loan Documents, Resource Bank shall have the right, in addition to any other remedies at law or equity, to an injunction or other equitable relief from any court of competent jurisdiction enjoining IFP or any member, employee or agent of IFP from violating such provision or provisions and/or interfering with Resource Bank's interest in the Trademarks and IFP hereby waives any and all defenses it may have on the grounds of inappropriateness of any injunction or competence of the court to grant such injunctive or other equitable relief.

4. Warranty. IFP represents and warrants to Resource Bank that (i) IFP owns all of the rights, title and interest in the Trademarks, (ii) the registrations associated with the Trademarks have not been cancelled and are not the subject of any proceeding challenging their validity, (iii) IFP will take, in a timely manner and at its own expense, all action necessary to maintain and renew the registrations associated with the Trademarks; (iv) IFP has not assigned, transferred, pledged or otherwise encumbered the Trademarks, nor has it agreed to do so, (v) IFP has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (vi) the individual executing this Agreement on behalf of IFP has full authority to execute and deliver this Agreement on behalf of IFP, (vii) IFP is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Trademarks, and (viii) IFP is not aware of any questions or challenges with respect to the validity of the Trademarks.

5. Indemnification. IFP hereby agrees to indemnify and hold harmless Resource Bank from and against any and all claims, actions, demands, costs, losses, and liability arising out of or relating to infringement by the Trademarks.

6. Miscellaneous.

6.1 This Agreement may be assigned by Resource Bank in its sole discretion and without the consent of IFP.

6.2 Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below, or such other address as a party may designate by ten (10) days notice:

IFP: 3530 Mayland Court
Richmond, VA 23233
Attention: Joseph P. Sullivan

With a copy to: William S. Tate, Esq.
Hirschler Fleischer, PC
Federal Reserve Bank Bldg.
701 East Byrd Street
Richmond, VA 23219

Resource Bank: 3720 Virginia Beach Boulevard
Virginia Beach, Virginia 23452
Attention: Michael D. Austin

With a copy to: Richard C. Beale, Esq.
Troutman Sanders LLP
Suite 2525
999 Waterside Drive
Norfolk, VA 23510

- 6.3 No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.
- 6.4 If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 6.5 This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the Commonwealth of Virginia and the United States without regard to conflicts of laws provisions thereof.
- 6.6 The party prevailing in any action or proceeding to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorneys' fees.
- 6.7 Any waivers or amendments to this Agreement shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties.
- 6.8 Each of the parties hereto agrees that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- 6.9 Resource Bank accepts this assignment as security only for repayment of the Loan. Resource Bank does not assume any of IFP's obligations associated with

or related to the Trademarks, including, without limitation, the obligation to maintain and renew the registrations associated therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

INTERNATIONAL FOAM PACKAGING,
LLC, a Virginia limited liability company

By: Joseph P. Sullivan
Name: JOSEPH P. Sullivan
Title: PRESIDENT

RESOURCE BANK

By: [Signature]
Name: MICHAEL D Austin
Title: Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond, to-wit:

I, Shyell D. Maynor, a Notary Public in and for the Commonwealth of Virginia, AT LARGE, whose commission expires on the 24th day of September 2005, do hereby certify that Joseph P. Sullivan, President of International Foam Packaging, LLC, a Virginia limited liability company, whose name is signed as such to the foregoing writing bearing date of October 24, 2002, has acknowledged the same before me in my City and Commonwealth, on behalf of the said corporation. He ~~she~~ is personally known to me or has produced a personal witness as identification.

Given under my hand this 24th day of October, 2002.

Shyell D. Maynor
Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Richmond, to-wit:

I, Phyll St. Mayner, a Notary Public in and for the Commonwealth of Virginia, AT LARGE, whose commission expires on the 30th day of September 2005, do hereby certify that Michael D. Austin, Vice President of Resource Bank, whose name is signed as such to the foregoing writing bearing date of October 24, 2002, has acknowledged the same before me in my City and Commonwealth, on behalf of the said Bank. He/~~she~~ is personally known to me or has produced a Virginia Drivers License as identification.

Given under my hand this 24th day of October, 2002.

Phyll St. Mayner
Notary Public