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
Supplyone, Inc.		07/20/2007	CORPORATION: DELAWARE
Supplyone New York, Inc.		07/20/2007	CORPORATION: NEW YORK
Supplyone Rockwell, Inc.		07/20/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	LBC Credit Partners, L.P.
Street Address:	2929 Arch Street
Internal Address:	Cira Centre, 27th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2646861	YOUR SINGLE SOURCE FOR INNOVATIVE PACKAGING SOLUTIONS
Registration Number:	2636737	1
Registration Number:	2640597	1

CH $90.00 2646861

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0054631-000009
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	08/08/2007

Total Attachments: 23
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PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT

This Patents, Trademarks and Copyrights Security Agreement ("Agreement") is made as of the 20th day of July, 2007, by and among **SUPPLYONE, INC.**, a Delaware corporation with its chief executive office located at 20 N. Waterloo Road, Suite 200, Devon, PA, 19333 ("SupplyOne"), **SUPPLYONE NEW YORK, INC.** f/k/a Viking-Criterion Corporation, a New York corporation with its chief executive office located at 58-51 Maspeth Avenue, Maspeth, NY 11378 ("SONY") and **SUPPLYONE ROCKWELL, INC.** f/k/a Packaging Services of Carolina, Inc., a Virginia corporation with its chief executive office located at 729 Palmer Road, Rockwell, NC 28138 ("Rockwell"; SupplyOne, SONY and Rockwell collectively referred to herein as "Company") and **LBC CREDIT PARTNERS, L.P.**, in its capacity as administrative agent and collateral agent for Lenders (in each such capacity, "Agent"), having a mailing address of Cira Centre, 2929 Arch Street, 27th Floor, Philadelphia, PA 19104-2868. Attn: John Brignola.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Second Lien Term Credit and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among SUPPLYONE HOLDINGS COMPANY, INC., a Delaware corporation ("Holdings"), SUPPLYONE, INC., a Delaware corporation ("SupplyOne"), SUPPLYONE PLASTICS, INC., a Pennsylvania corporation ("Plastics"), SUPPLYONE TUCSON, INC., an Arizona corporation, f/k/a Whitmark Packaging, Inc. and successor in interest to Merrill Investments, Inc., a New Mexico corporation, Eddleman Industries, Inc., a Texas corporation and Eddleman Industries, Inc., a New Mexico corporation ("Tucson"), SUPPLYONE CLEVELAND, INC. f/k/a National Paper & Packaging Co., an Ohio corporation ("Cleveland"), SUPPLYONE NEW YORK, INC. f/k/a Viking-Criterion Corporation, a New York corporation ("SONY"), SUPPLYONE WEYERS CAVE, INC. f/k/a Packaging Services, Incorporated, a Virginia corporation ("Weyers Cave"), SUPPLYONE ROCKWELL, INC. f/k/a Packaging Services of Carolina, Inc., a Virginia corporation ("Rockwell"), SUPPLYONE OKLAHOMA CITY, INC. f/k/a CPD Tech Pack, Inc., an Oklahoma corporation ("Oklahoma City"; Holdings, SupplyOne, Plastics, Tucson, Cleveland, SONY, Weyers Cave, Rockwell and Oklahoma City, each an "Obligor" and jointly and severally, the "Obligors"), the lenders which are now or which hereafter become a party thereto (collectively, the "Lenders") and Agent, under which each Obligor is granting Agent, a lien on and security interest in all of the assets of such Obligor associated with or relating to products leased or sold or services provided under all of such Obligor's now or hereafter existing or acquired patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations with respect to) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); and

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copyrights and copyright applications (collectively, the "Copyrights"); each as listed on **Schedule A** attached hereto and made part hereof (or on any amended **Schedule A** provided pursuant to Section 3(f) hereof), and all goodwill associated with and represented by any of the foregoing ("Goodwill") (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registrations thereof as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants to Agent a lien on and security interest in all of its present and future right, title and interest in and to the Assets and the registrations thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) are indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated.

3. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

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(f) Each of the Assets listed on **Schedule A** constitute all of the registered Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder shall have been terminated, Company shall (i) become the owner of or acquire rights including the rights of registration with respect to any new registered patentable inventions, trademarks, trademark registrations, trade names, or copyrights, or (ii) become entitled to the benefit of any registered patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Company shall give Agent written notice of the acquisition by Company of any such new Assets along with an amended **Schedule A** listing such new Assets promptly (but in no event later than 10 Business Days) following the acquisition of any such new Assets.

4. Company further covenants that until all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement and the Loan Agreement.

5. So long as no Event of Default has occurred and is continuing under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or otherwise encumber its rights and interest in the Assets.

7. Licenses and License Rights.

(a) **Schedule B** attached hereto and made part hereof sets forth the information concerning all licenses pursuant to which Company has the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications (all of such licenses, the "Licenses" and all of such rights, the "License Rights"). The information set forth on **Schedule B** hereto includes the title and date of each such License, the name and address of the grantor/licensor and the name/title/description of the applicable patent, trademark or copyright (and/or patent, trademark or copyright application) and the registration number and date of such patent, trademark, copyright or application. In consideration of and pursuant to the terms of the Loan Agreement and all the Other Documents and for other good, valuable and sufficient consideration,

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the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants to Agent a lien on and security interest in all of its present and future right, title and interest in and to the Licenses and the License Rights, to the extent that such a grant does not violate the terms and provisions of the applicable License. Company covenants and agrees that, upon the request of Agent, Company shall use all commercially reasonable efforts to obtain the consent of the applicable grantor/licensor under any of the Licenses to either (x) the grant of a lien and security interest by Company to Agent in all of its present and future right, title and interest in and to the applicable License and License Rights (to the extent that the consent of such grantor/licensor is required in connection with such a grant under the terms and provisions of the applicable License) and/or (y) the recordation by Agent of its lien and security interest in Company's right, title and interest in and to the applicable License and License Rights in the United States Patent and Trademark Office and United States Copyright Office (as applicable). To the extent that a valid lien on and security interest in and to Company's right, title and interest in and to any Licenses and related License Rights is created under the provisions of this section (either because the creation of such a lien and security interest under this section would not violate the terms and provisions of the applicable License and/or because all consents of the relevant grantor/licensor required under the terms and provisions of the applicable License have been obtained), all such Licenses and related License Rights shall constitute part of the "Assets" hereunder. ***Notwithstanding the foregoing, Schedule B does not include any "shrink-wrap" licenses, "click-wrap" licenses, service provider licenses or other licenses for commercially available software products, including any upgrades to such licenses.***

(b) If, before all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) shall have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder shall have been terminated, Company shall become a party to any new licenses pursuant to which Company will have the right (whether exclusive or non-exclusive) to use any registered or registrable patents, patent rights, patent applications, trademarks, service marks, trade names, service trade names, copyrights and/or copyright applications, Company shall give Agent written notice of the acquisition by Company of any such new license and related license rights along with an amended **Schedule B** listing such new licenses and related license rights promptly (but in no event later than 10 Business Days) following the acquisition of any such new licenses and related license rights. All such newly acquired licenses and related rights shall immediately constitute "Licenses" and "License Rights" hereunder. To the extent that either the grant of a lien on and security interest in all of Company's right, title in such new Licenses and related License Rights shall not violate the provisions of the applicable License and/or all consents of the applicable grantor/licensor required under the terms and provision of the applicable new License have been obtained, then all of such new Licenses and related License Rights shall be deemed part of the "Assets" hereunder and the provisions of this Agreement, including the grant of a lien and security interest in such new Assets, shall automatically apply thereto. Company covenants and agrees that the provisions of the third sentence of paragraph (a) immediately above shall apply to all such Licenses and License Rights acquired from time to time in the future.

8. If and while an Event of Default has occurred and is continuing under the Loan Agreement, Company hereby covenants and agrees that Agent, as the holder of a security interest under the UCC may take such actions permitted under the Loan Agreement and the Other

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Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Company hereby appoints, authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power exercisable only during such time as an Event of Default shall have occurred and be continuing, to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else (provided that, in the case of any Assets consisting of Licenses and/or License Rights, Company would have had the right to so grant a license in the License or License Rights), or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1** or a patent assignment in the form attached hereto as **Exhibit 2**. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for such actions constituting the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) are indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated. Company agrees that Company hereby grants a non-exclusive license to Agent to use the Assets while (but only while) an Event of Default has occurred and is continuing under the Loan Agreement, to the extent such grant would not render such Assets void or voidable or terminate the license or other related rights which constitute such Assets, in the exercise by Agent of its rights as a secured creditor with respect to Company's tangible property and the use by Agent of all Assets pursuant to such deemed license shall be without any liability for royalties or other related charges from Agent to Company.

9. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

10. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Credit Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

11. Upon Company's performance of all of the obligations under the Credit Documents and full and unconditional satisfaction of all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) and the termination of the Loan Agreement and the commitments of the Lenders thereunder, Agent shall execute and deliver to Company all documents reasonably necessary to record or register the termination of Agent's security interest in the Assets.

12. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of this or any other documents (including all taxes in connection

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therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the applicable Term Loan A Interest Rate for Domestic Rate Loans.

13. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark or patent application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations (other than indemnity obligations under the Loan Agreement and the Other Documents that are not then due and payable and for which events, circumstances or claims that would give rise thereto are not then pending) shall have been indefeasibly paid and satisfied in full and the Loan Agreement and the commitments of the Lenders thereunder are terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Company shall make federal application on registrable but unregistered patents, trademarks, or copyrights belonging to Company that are necessary for the conduct of the Company's business as reasonably determined by the Company. Any expenses incurred in connection with such applications shall be borne by Company. Without notice to Agent, Company shall not abandon any Patent, Trademark or Copyright that are necessary for the conduct of the Company's business as reasonably determined by the Company.

14. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

15. After the occurrence and during the continuance of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's name, but at Company's expense, and Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

16. No course of dealing between Company and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Assets, whether established hereby or by the Loan Agreement or the Other Documents, or by any other future agreements between Company and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

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18. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement or otherwise referenced herein, and the exercise of any right or remedy by the Agent with respect thereto are subject to the provisions of the PNC Intercreditor Agreement (as defined in the Loan Agreement). In the event of any conflict between the terms of the PNC Intercreditor Agreement and this Agreement, the terms of the PNC Intercreditor Agreement shall govern and control.

20. This Agreement, and all matters relating hereto and arising herefrom, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applied to contracts to be performed wholly within the Commonwealth of Pennsylvania.

21. Any judicial proceeding brought by or against Company with respect to any of the Obligations, this Agreement, any of the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the Commonwealth of Pennsylvania, United States of America, and, by execution and delivery of this Agreement, Company accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Company hereby waives personal service of any and all process upon it and consents that all such service of process may be made upon it in the manner provided for in Section 16.1 of the Loan agreement. Company waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by Company against Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Philadelphia, Commonwealth of Pennsylvania.

22. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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23. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts shall together constitute one fully completed fully executed document. Signatures by facsimile shall bind the parties hereto.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks and Copyrights Security Agreement the day and year first above written.

SUPPLYONE, INC.
SUPPLYONE NEW YORK, INC.
SUPPLYONE ROCKWELL, INC.

By: _____
Name: Jack H. Keeney
Title: Chief Financial Officer

Approved and Accepted:
LBC CREDIT PARTNERS, L.P.,
as Agent and as Lender

By: _____
Name: David E. Fraimow
Title: Vice President

Signature Page to Patents, Trademarks and Copyrights Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks and Copyrights Security Agreement the day and year first above written.

SUPPLYONE, INC.
SUPPLYONE NEW YORK, INC.
SUPPLYONE ROCKWELL, INC.

By: _____
Name: Jack H. Keeney
Title: Chief Financial Officer

Approved and Accepted:
LBC CREDIT PARTNERS, L.P.,
as Agent and as Lender

By: _____
Name: David E. Fraimow
Title: Vice President

Signature Page to Patents, Trademarks and Copyrights Security Agreement

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this _____ of July, 2007, before me personally appeared Jack H. Keeney to me known and being duly sworn, deposes and says that he is the Chief Financial Officer of each of SupplyOne, Inc., SupplyOne New York, Inc. and SupplyOne Rockwell, Inc., collectively the Company described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Dorothy L. Wydra
Notary Public

My Commission Expires: 10/31/2010

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DOROTHY L. WYDRA, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 31, 2010

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Pennsylvania : SS
COUNTY OF Philadelphia :

On this 19 day of July, 2007, before me personally appeared David E. Fraimow to me known and being duly sworn, deposes and says that he is a Vice President of LBC Credit Partners, L.P., the Agent described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Carmella Yaworski
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Carmella Yaworski, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires Oct. 26, 2009
Member, Pennsylvania Association of Notaries

SCHEDULE A

Part 1

U.S. Registered Assets

PATENTS

NONE

PATENT APPLICATIONS

Patent Application Description	U.S. Patent Application No.	Date Applied	Applicant
SupplyOne Superstocker	60/823,770	August 29, 2006	SupplyOne Rockwell, Inc.

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TRADEMARK REGISTRATIONS

Registration Number	Trademark	Registration Date	International Class	Registered Owner
2,646,861	YOUR SINGLE SOURCE FOR INNOVATIVE PACKAGING SOLUTIONS	November 5, 2002	35: WHOLESALE DISTRIBUTORSHIP FEATURING PACKAGING MATERIALS	SupplyOne, Inc.
2,636,737	1	October 15, 2002	35: WHOLESALE DISTRIBUTORSHIP FEATURING PACKAGING MATERIALS	SupplyOne, Inc.
2,640,597	1	October 22, 2002	16: CORRUGATED CARDBOARD BOXES, SEALING MATERIALS, NAMELY, ADHESIVE TAPES FOR STATIONARY OR HOUSEHOLD PURPOSES TAPE, ADDRESS LABELS	SupplyOne, Inc.

TRADEMARK APPLICATIONS

Trademark Application Description	U.S. Application No.	Date Applied	Applicant
NONE			

SCHEDULE A

Part 2

Foreign Registered Assets

PATENTS

Patent Description	Jurisdiction of Registration/ Patent No.	Issue Date	Registered Owner
NONE			

PATENT APPLICATIONS

Patent Application Description	Jurisdiction of Registration/ Patent Application No.	Date Applied	Application
NONE			

TRADEMARK REGISTRATIONS

Trademark Description	Jurisdiction of Registration/ Serial/Registration No.	Date Registered	Registered Owner
NONE			

TRADEMARK APPLICATIONS

Trademark Application Description	Jurisdiction of Registration/ Application No.	Date Applied	Applicant
NONE			

SCHEDULE B

Licenses and License Rights

NONE

EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT
(Trademarks)

WHEREAS, [_____], a [_____] corporation with an address at _____("Transferor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Transferee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Transferor, its successors and assigns, does hereby transfer, assign and set over unto Transferee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights Assignment to be executed as of the ___ day of _____, _____.

[_____]

By: _____
Name:
Title:

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ___ day of _____, _____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of [_____] ("Transferor"), and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Transferor, and as the act and deed of Transferor for the purposes therein contained.

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

_____
Notary Public

My Commission Expires:

EXHIBIT 2

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT
(Patents)

WHEREAS, _____, a _____ corporation with an address at _____("Transferor") is the registered owner of the United States patents, patent rights, and patent applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Transferee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Transferor, its successors and assigns, does hereby transfer, assign and set over unto Transferee, its successors, transferees and assigns all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and Copyrights Assignment to be executed as of the ___ day of _____, _____.

[_____]

By: _____
Name:
Title:

By: _____
Attorney-in-fact

Witness:

EXHIBIT 2

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ___ day of _____, _____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ ("Transferor"), and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment as such attorney-in-fact on behalf of Transferor, and as the act and deed of Transferor for the purposes therein contained.

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

_____
Notary Public

My Commission Expires:

POWER OF ATTORNEY

SUPPLYONE, INC., a Delaware corporation with its chief executive office located at 20 N. Waterloo Road, Suite 200, Devon, PA, 19333 ("SupplyOne"), **SUPPLYONE NEW YORK, INC.** f/k/a Viking-Criterion Corporation, a New York corporation with its chief executive office located at 58-51 Maspeth Avenue, Maspeth, NY 11378 ("SONY") and **SUPPLYONE ROCKWELL, INC.** f/k/a Packaging Services of Carolina, Inc., a Virginia corporation with its chief executive office located at 729 Palmer Road Rockwell, NC 28138 ("Rockwell"; SupplyOne, SONY and Rockwell collectively referred to herein as the "Grantor"), hereby irrevocably authorizes LBC Credit Partners, L.P., its successors and assigns, and any officer, employee, attorney or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under that certain Patents, Trademarks and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be from time to time amended, modified, restated, supplemented or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement), to grant or issue any exclusive or nonexclusive license with respect to the Assets to anyone else, or to assign, pledge, convey or otherwise sell or transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Second Lien Term Credit and Security Agreement dated as of the date hereof by and among SUPPLYONE HOLDINGS COMPANY, INC., a Delaware corporation ("Holdings"), SUPPLYONE, INC., a Delaware corporation ("SupplyOne"), SUPPLYONE PLASTICS, INC., a Pennsylvania corporation ("Plastics"), SUPPLYONE TUCSON, INC., an Arizona corporation, f/k/a Whitmark Packaging, Inc. and successor in interest to Merrill Investments, Inc., a New Mexico corporation, Eddleman Industries, Inc., a Texas corporation and Eddleman Industries, Inc., a New Mexico corporation ("Tucson"), SUPPLYONE CLEVELAND, INC. f/k/a National Paper & Packaging Co., an Ohio corporation ("Cleveland"), SUPPLYONE NEW YORK, INC. f/k/a Viking-Criterion Corporation, a New York corporation ("SONY"), SUPPLYONE WEYERS CAVE, INC. f/k/a Packaging Services, Incorporated, a Virginia corporation ("Weyers Cave"), SUPPLYONE ROCKWELL, INC. f/k/a Packaging Services of Carolina, Inc., a Virginia corporation ("Rockwell"), SUPPLYONE OKLAHOMA CITY, INC. f/k/a CPD Tech Pack, Inc., an Oklahoma corporation ("Oklahoma City"; Holdings, SupplyOne, Plastics, Tucson, Cleveland, SONY, Weyers Cave, Rockwell and Oklahoma City, each an "Obligor" and jointly and severally, the "Obligors"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders") and Grantee, acting as administrative agent and collateral agent for the benefit of the Lenders, as it may hereafter be from time to time amended, modified, restated, supplemented or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this ____ day of July, 2007.

SUPPLYONE, INC.
SUPPLYONE NEW YORK, INC.
SUPPLYONE ROCKWELL, INC.

By: _____
Name: Jack H. Keeney
Title: Chief Financial Officer

Signature Page to Power of Attorney Re Patents, Trademarks and Copyrights Security Agreement

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this ____ of July, 2007, before me personally appeared Jack H. Keeney to me known and being duly sworn, deposes and says that he is the Chief Financial Officer of each of SupplyOne, Inc., SupplyOne New York, Inc and SupplyOne Rockwell, Inc , collectively the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

Dorothy L. Wydra
Notary Public

My Commission Expires: 10/31/2010

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DOROTHY L. WYDRA, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 31, 2010

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