

08-10-1998

ocket No.: 80445-6001

FORM PTO-1595 (Modified)
(Rev. 6-92)
OMB No. 5010-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
P08/REV02

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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):

Super Sack Mfg. Corp.

Additional names(s) of conveying party(ies) ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Collateral Patent and Trademark Agreement

Execution Date: May 13, 1998

2. Name and address of receiving party(ies):

Name: Bank One, Texas, N.A.

Internal Address: _____

Street Address: 1717 Main, 6th FloorCity: Dallas State: TX ZIP: 75201Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/474,378

B. Patent No.(s)

4,457,456Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. O'Neil

Internal Address: _____

Street Address: 1601 Elm Street, Suite 3000City: Dallas State: TX ZIP: 75201

6. Total number of applications and patents involved:

367. Total fee (37 CFR 3.41): \$ 1,440.00☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

070153

06/11/1998 BUYER 0000004 0000000

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael A. O'Neil

Name of Person Signing

Signature

8/7/98

Date

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

13

REEL: 9360 FRAME: 0593

Super Sack Mfg. Corp. U.S. Patents and Patent Applications

10445 U.S. PATENTS	File/Sheet no Title	Appln. No.	Appln. Date	Patent No.	Grant Date	Renewal Due	Clty Stat
10445/1012	COLLAPSIBLE RECEPTACLE WITH STATIC ELECTRIC CHARGE ELIMINATION	06/403,811	JUL 30 1982	4,457,456	JUL 03 1984	US	GRA
10445/1013	COLLAPSIBLE RECEPTACLE WITH PREFABRICATED LIFT LOOPS AND METHOD OF MAKING	06/467,445	FEB 17 1983	4,479,243	OCT 23 1984	US	GRA
10445/1019	COLLAPSIBLE RECEPTACLE WITH INTEGRAL SLIDING RECEPTACLE HAVING IMPROVED DISCHARGE SPOUT	06/577,489	FEB 06 1984	4,759,473	JUL 26 1988	JAN 26 2000	US
10445/1022	METALLIZED FABRIC	06/813,407	DEC 26 1985	4,691,371	SEP 01 1987	MAR 01 1999	US
10445/1024	STATIC CONTROLLED DISCHARGE SPOUT	07/051,201	MAY 18 1987	4,833,008	MAY 23 1989	NOV 23 2000	US
10445/1025	DISCHARGE SPOUT CONSTRUCTION FOR COLLAPSIBLE RECEPTACLE	07/220,432	JUL 11 1988	4,878,600	NOV 07 1989	MAY 07 2001	US
10445/1026	SPREAD STRAP FLEXIBLE BULK CONTAINER	07/305,624	FEB 03 1989	4,917,266	APR 17 1990	OCT 17 2001	US
10445/1031	SPREAD STRAP FLEXIBLE BULK CONTAINER	07/616,217	NOV 20 1990	5,076,710	DEC 31 1991	JUN 30 1999	US
10445/1032	CONTAINER FILL SYSTEM	07/731,663	JUL 17 1991	5,158,367	OCT 27 1992	APR 27 2000	US
10445/1033	STATIC CONTROLLED COLLAPSIBLE RECEPTACLE	07/662,020	FEB 28 1991	5,056,571	OCT 15 1991	APR 15 1999	US
10445/1035	SPREAD STRAP FLEXIBLE BULK CONTAINER	07/819,177	JAN 10 1992	5,244,281	SEP 14 1993	MAR 14 2001	US
10445/1036	SPREAD STRAP FLEXIBLE BULK CONTAINER	07/765,206	SEP 25 1991	5,203,633	APR 28 1993	OCT 28 2000	US
10445/1037	GLUE BOTTOM BULK CONTAINER AND PROCESS FOR MANUFACTURE OF SAME	07/804,456	DEC 10 1991	5,165,802	NOV 24 1992	MAY 24 2000	US
10445/1039	BULK CONTAINER AND PROCESS FOR MANUFACTURE OF SAME	08/566,076	DEC 01 1995	5,702,340	DEC 30 1997	JUN 30 2001	US
10445/1042	GUSSETED BULK BAG LINER AND METHOD OF MANUFACTURE	08/429,776	APR 27 1995	5,618,254	APR 08 1997	OCT 08 2000	US
10445/1049	DAFFLE LINER AND METHOD AND APPARATUS FOR MANUFACTURING	08/383,887	FEB 06 1995	5,647,832	JUL 15 1997	JAN 15 2001	US
10445/1050	LINER FOR ROLL-OFF WASTE CONTAINERS AND METHOD OF MANUFACTURE	08/548,760	OCT 26 1995	5,746,862		US	PEN
10445/1051	DAFFLE LINER AND METHOD AND APPARATUS FOR MANUFACTURING	08/417,898	MAR 31 1995	5,618,255	APR 08 1997	OCT 08 2000	US
10445/1054	ANTI-STATIC, ANTI-CORROSION, AND/OR ANTI-MICROBIAL, FLEXIBLE, COLLAPSIBLE RECEPTACLES	08/474,378	JUN 07 1995			US	PEN
10445/1055	BULK CONTAINER WITH GLUED BOTTOM	08/536,217	SEP 29 1995	5,618,113	APR 08 1997	OCT 08 2000	US
10445/1056	GLUE BOTTOM BULK CONTAINER AND PROCESS FOR MANUFACTURE OF SAME	08/594,263	JAN 30 1996	5,752,908		US	PEN
10445/1058	BOTTOM LIFT BULK BAG	08/633,286	APR 16 1996	5,695,286	DEC 09 1997	JUN 09 2001	US
10445/1059	GUSSETED BULK BAG LINER AND METHOD OF MANUFACTURE	08/833,098	APR 04 1997	5,759,144		US	PEN
10445/1060	DAFFLE LINER	08/619,419	MAR 21 1996	5,649,767	JUL 22 1997	JAN 22 2001	US
10445/1061	FULL WRAP CONTAINING BIOIDE PROCESS FOR	08/848,135	APR 28 1997			US	PEN

Super Sack Mfg. Corp. U.S. Patents and Patent Applications (Cont'd)

80445 U.S. PATENTS	File/Docket no Title.....	Appln. No....	Appln. Date.	Patent No....	Grant Date...	Renewal Due.	Ctry Stat
	MANUFACTURE OF SAME						
080445/1062	ANTI-MICROBIAL SHOE LINING AND SOCK LINER AND 08/840,791	APR 16 1997					US PEN
	PROCESS FOR MANUFACTURE OF SAME						
080445/1064	BULK CONTAINER WITH GLUED BOTTOM	08/773,439	DEC 27 1996	5,695,287	DEC 09 1997	JUN 09 2001	US GRA
080445/1066	ONE PIECE FLEXIBLE INTERMEDIATE BULK	08/792,907	FEB 06 1997				US PEN
	CONTAINER AND PROCESS FOR MANUFACTURING SAME						
080445/1067	WOVEN POLYPROPYLENE BULK BAG WITH	08/863,515	MAY 27 1997				US PEN
	POLYPROPYLENE LINING OR LINER AND PROCESS FOR						
	MANUFACTURING SAME						
080445/1068	ONE PIECE FLEXIBLE INTERMEDIATE BULK	08/853,320	MAY 08 1997				US PEN
	CONTAINER AND PROCESS FOR MANUFACTURING SAME						
080445/1069	ONE PIECE FLEXIBLE INTERMEDIATE BULK	08/851,110	MAY 05 1997				US PEN
	CONTAINER AND PROCESS FOR MANUFACTURING SAME						
080445/1071	ANTI-STATIC FILMS AND ANTI-STATIC FABRICS FOR	08/858,653	MAY 19 1997				US PEN
	USE IN MANUFACTURING BULK BAG LINERS AND BULK						
	BAGS						
080445/1072	GLUE BOTTOM BULK CONTAINER AND PROCESS FOR	08/899,126	JUL 23 1997				US PEN
	MANUFACTURE OF SAME						
080445/1074	BOTTOM LIFT BULK BAG	08/910,430	AUG 13 1997				US PEN
080445/1076	METHOD OF MAKING LINER FOR ROLL-OFF WASTE						US PEN
	CONTAINERS						
080445/1079	GUSSETED BULK BAG LINER AND METHOD OF	09/034,749					US PEN
	MANUFACTURE						

ANNEX A - Sheet 2

SUPER SACK MFG. CORP.
U.S. Patents and Patent Applications

TITLE	PATENT #	GRANT DATE
Collapsible Receptacle with Static Electric Charge Elimination	4,457,456	07/03/84
Collapsible Receptacle with Prefabricated Lift Loops and Method of Making	4,479,243	10/23/94
Receptacle Having Improved Discharge Spout	4,691,371	09/01/87
Collapsible Receptacle with Integral Sling	4,759,473	07/26/88
Metalized Fabric	4,833,008	05/23/89
Static Controlled Discharge Spout	4,878,600	11/07/89
Discharge Spout Construction for Collapsible Receptacle	4,917,266	04/17/90
Container Fill System	5,056,571	10/15/91
Spread Strap Flexible Bulk Container	5,076,710	12/31/91
Spread Strap Flexible Bulk Container	5,158,367	10/27/92
Spread Strap Flexible Bulk Container	5,165,802	11/24/92
Spread Strap Flexible Bulk Container	5,203,633	04/20/83
Static Controlled Collapsible Receptacle	5,244,281	09/14/93
Bulk Container and Process for Manufacture of same	5,490,828	02/13/96
Bulk Container with Glued Bottom	5,618,113	04/08/97
Gusseted Bulk Bag Liner and Method of Manufacture	5,618,254	04/08/97
Baffle Liner and Method and Apparatus for Manufacturing	5,618,255	04/08/97
Baffle Liner and Method and Apparatus for Manufacturing	5,647,832	07/15/97
Baffle Liner	5,649,767	07/22/97
Bottom Lift Bulk Bag	5,695,286	12/09/97
Bulk Container with Glued Bottom	5,695,287	12/09/97
Glue Bottom Bulk Container and Process for Manufacture of Same	5,702,340	12/30/97

TITLE	PATENT #	GRANT DATE
Liner for Roll-Off Waste Containers and Method of Manufacture	5,746,862	05/05/98
Glue Bottom Bulk Container and Process for Manufacture of Same	5,752,908	05/19/98
Gusseted Bulk Bag Liner and Method of Manufacture	5,759,144	No Date
TITLE	APPLICATION NO.	FILING DATE
Method of Making Liner for Roll-Off Waste Containers	No #	No Date
Anti-Static, Anti-corrosion, and/or Anti-Microbial Flexible, Collapsible Receptacles	08/474,378	06/07/95
One Piece Flexible Intermediate Bulk Bag Container and Process for Manufacturing Same	08/792,907	02/06/97
Anti-Microbial Shoe Lining and Sock Liner and Process for Manufacture of Same	08/840,791	04/16/97
Film Wrap Containing Biocide Process for Manufacture of Same	08/848,135	04/28/97
One Piece Flexible Intermediate Bulk Container and Process for Manufacture of Same	08/851,110	05/05/97
One Piece Flexible Intermediate Bulk Container and Process for Manufacture of Same	08/853,320	05/08/97
Woven Polypropylene Bulk Bag with Polypropylene Lining or Liner and Process for Manufacturing Same	08/863,515	05/27/97
Anti-Static Films and Anti-Static Fabrics for Use in Manufacture Bulk Bag Liners and Bulk Bags	08/858,653	05/19/97
Glue Bottom Bulk Bag Container and Process for Manufacture of Same	08/899,126	07/23/97
Bottom Lift Bulk Bag	08/910,430	08/13/97
Gusseted Bulk Bag Liner and Method of Manufacture	09/034,749	No Date

COLLATERAL PATENT AND TRADEMARK AGREEMENT

This COLLATERAL PATENT AND TRADEMARK AGREEMENT (this "**Agreement**") is executed as of the 24th day of July, 1998 to be effective as of the 13th day of May, by **Super Sack Mfg. Corp.**, a Texas corporation, having its chief executive office at 11510 Data Drive, Dallas, Texas 75218, ("**Assignor**") for the benefit of BANK ONE, TEXAS, N.A., with an office located at 1717 Main, 6th Floor, Dallas, Texas 75201 ("**Assignee**").

WITNESSETH:

Whereas, Assignor, **Better Agricultural Goals Corporation**, a Texas corporation, **F.I.B.C. Recycling, Inc. ("FIBC")**, a Texas corporation, **Winzen Film, Inc. ("Winzen")**, a Texas corporation, **Super Sack VA, Inc. ("SSVA")**, a Texas corporation, and Assignee have entered into that certain Loan and Security Agreement of even date (as the same may be amended, restated, renewed, extended, or otherwise modified from time to time, the "Loan Agreement");

Whereas, it is a requirement to the Loan Agreement that Assignor execute this Agreement;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Assignee as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the definitions assigned to such terms in the Loan Agreement. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Texas are used herein as therein defined.

2. Grant of Security. To secure the prompt and complete payment, observation, and performance of all of the Obligations, Assignor hereby creates a security interest with power of sale as hereinafter provided, to the extent permitted by law, and grants, bargains, assigns, mortgages, pledges, sells, and transfers and conveys said security interest with power of sale to Assignee, in and to all of Assignor's right, title, and interest in and to all of the following, whether now owned or existing and hereafter acquired or arising:

(a) (i) all patents and patent applications in the United States Patent and Trademark Office including, without limitation, the patents listed on Annex A, (ii) all patent license agreements, (iii) the reissues, divisions, continuations, and continuations-in-part of all patents, patent applications and license agreements, (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under and with respect to all patents, patent applications and license agreements, including, without limitation, payments under all damages and payments for past or future infringements thereof, (v) the right to sue for past, present, and future infringements of all patents, patent applications and license agreements, and (vi) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or

applied for (all of the foregoing patents and applications, and interests under patent license agreements, together with the items described in clauses (i) through (vi) in this subparagraph, are sometimes hereinafter individually and/or collectively referred to as the "Patents"), and

(b) (i) all trademarks (registered and unregistered), all trademark registrations and trademark applications pending in the United States Patent and Trademark Office including, without limitation, the trademarks listed on Annex A, and further including the good will associated with each of said trademarks, (ii) all trademark license agreements, (iii) the reissues, divisions, continuations, and continuations-in-part of all trademarks, trademark applications and license agreements, (iv) all income, royalties, damages, and payments now or hereafter due and/or payable under and with respect to all trademarks, trademark applications and license agreements, including, without limitation, payments under all damages and payments for past or future infringements thereof, (v) the right to sue for past, present, and future infringements of all trademarks, trademark applications and license agreements, and (vi) all rights corresponding thereto throughout the world in all jurisdictions in which such trademarks have been issued or applied for (all of the foregoing trademarks and applications, and interests under trademark license agreements, together with the items described in clauses (i) through (vi) in this subparagraph, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks", and the Patents and Trademarks are collectively referred to herein as the "Collateral");

3. Restrictions on Future Agreements. Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, abandon any Collateral or enter into any agreement, including without limitation, any license agreement, which would adversely affect the fair market value of the Collateral (as defined herein) or the Collateral as defined in the Loan Agreement (collectively, the "Personal Property Collateral") or the benefits of this Agreement granted to the Assignee including, without limitation, the validity, priority, or perfection of the security interest granted herein or the remedies of the Assignee hereunder, and Assignor further agrees that it will not take any action, or permit any action to be taken by others to the extent such Persons are subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Agreement and any such agreement or action if it shall take place shall be null and void and of no effect whatsoever.

4. New Collateral. Assignor represents and warrants that the Patents and Trademarks listed on Annex A constitute all of the trademarks, patents and applications now owned by Assignor for which registrations have been issued or applied for in the United States Patent and Trademark Office. If, before the Obligations shall have been satisfied in full and the Loan Agreement terminated, Assignor shall (i) obtain rights to any new trademarks or patentable inventions or (ii) become entitled to the benefit of any patent application or patent for any reissue, division, continuation or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **paragraph 2** above shall automatically apply thereto and, with respect to (i) above, Assignor shall give to Assignee

prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending **Annex A** to include any future trademark, trademark application, patent and patent applications, as applicable, under **paragraph 2** above or under this **paragraph 4**.

5. Additional Representations and Warranties. Assignor hereby represents, warrants, covenants, and agrees that:

(a) Except as otherwise provided herein or in the Loan Agreement, including, without limitation, dispositions of Collateral in connection with dispositions of assets to the extent permitted under the Loan Agreement, it is and will continue to be the owner of all right, title, and interest in the Collateral so long as the Patents and Trademarks shall continue in force, free from any lien in favor of any Person except for Permitted Liens.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) It has made no previous assignment, transfer, or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral.

(d) So long as any Obligations remain outstanding under the Loan Agreement or the Loan Agreement has not terminated, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instrument, except for Permitted Liens.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to Assignee concerning the Collateral and proceeds thereof, 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.

(f) To the best of Assignor's knowledge and believe, no material infringement or unauthorized use presently is being made of any of the Collateral which would adversely affect the fair market value of the Personal Property Collateral or the benefits of this Agreement granted to the Assignee including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Assignee hereunder.

6. Royalties; Terms. Assignor hereby agrees that any rights granted hereunder to Assignee with respect to all Collateral as described above shall be worldwide and without any liability for royalties or other related charges from Assignee or Assignor. The term of the assignments of security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Patents and Trademarks assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement has been terminated.

7. Reassignment to Assignor. This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee shall, at Assignor's sole cost and expense, execute and deliver to Assignor all termination statements, assignments, and other instruments as may be necessary or proper to revert in Assignor (without recourse to or warranty by the Assignee) full title to the Collateral granted hereby, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated, (ii) make application on unpatented but patentable inventions, as appropriate, and (iii) to preserve and maintain all rights in the Collateral. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor agrees to retain an experienced registered patent attorney for the filing and prosecution of all such applications and other proceedings. Assignor shall not abandon any right to file a patent application or any pending patent application without the consent of Assignee.

If Assignor fails to comply with any of the foregoing duties, Assignee shall have the right (but shall not be obligated) to do so in Assignor's name to the extent permitted by law, but at Assignor's expense, and Assignor hereby agrees to reimburse Assignee in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Assignee in protecting, defending, and maintaining the Collateral.

In the event that Assignor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien prohibited hereby, or shall fail to comply with any other duty hereunder, Assignee may, but shall not be required to, pay, satisfy, discharge, or bond the same for the account of Assignor, and all moneys so paid out shall be Obligations of Assignor repayable on demand, together with interest at the Contract Rate or Default Rate, as appropriate, as provided in the Loan Agreement.

9. Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **paragraph 9**.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising on the part of Assignee, any right, power, or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended, or modified in any way, except as specifically provided in **paragraph 4** hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of the rights and remedies of Assignee with respect to the Collateral whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby authorizes Assignee to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power (but not obligation) to (i) endorse Assignor's name on all applications, documents, papers, and instruments necessary or desirable for the Assignee in the use of the Collateral, (ii) take any other actions with respect to the Collateral as the Assignee deems in its best interest, (iii) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies provided in the Loan Agreement or by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located. Recourse to security will not be required at any time.

14. Binding Effect; Benefits. Except to the extent the rights of any transferee or assignee are limited by the Loan Agreement, this Agreement shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

15. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever desires either of the parties to give or serve upon the other any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in accordance with the Loan Agreement.

16. Venue and Governing Law. All warranties and representations of Assignor contained herein and any payment on any indebtedness secured hereby have been and shall be made in Dallas County, Texas, and all parties hereto agree that venue is proper only in such county, that such court is a convenient forum in which to decide any dispute arising hereunder and to submit themselves to the personal jurisdiction of the courts located in such county. The laws of Texas shall govern the construction of this Agreement and the rights, remedies, duties, and obligations of the parties hereto with respect to all transactions hereunder and any and all Collateral, to the extent that federal law is not applicable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the 13th day of May, 1998.

SUPER SACK MFG. CORP.

By: Robert R. Williamson
Name: Robert R. Williamson
Title: CEO

Agreed and accepted

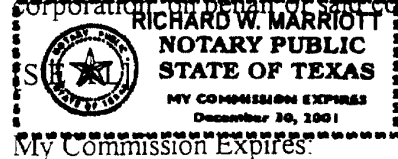
BANK ONE, TEXAS, N.A.

By: [Signature]
Name: LA POWELL
Title: VICE PRESIDENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on JULY 21, 1998, by ROBERT R. WILLIAMSON, CEO of Super Sack Mfg. Corp., a Texas corporation, on behalf of said corporation.



My Commission Expires: DECEMBER 30, 2001

Richard W. Marriott
Notary Public, State of Texas

RICHARD W. MARRIOTT
Printed Name of Notary

STATE OF TEXAS

COUNTY OF DALLAS

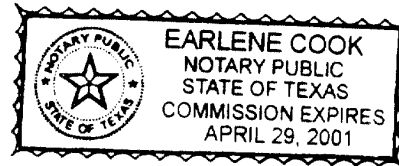
This instrument was acknowledged before me on 24th, 1998, by
L.H. POWELL, Vice President of Bank One, Texas,
N.A., national banking association, on behalf of said banking association.

[S E A L]

My Commission Expires:

Earlene Cook
Notary Public, State of Texas

Printed Name of Notary



ANNEX A
to
Collateral Patent and Trademark Agreement
dated May 13, 1998

Super Sack Mfg. Corp. U.S. Patents and Patent Applications

All U.S. Patents and Patent Applications owned by Super Sack Mfg. Corp. are listed on the attached two (2) sheets designated ANNEX A Sheet 1 and Sheet 2. Super Sack Mfg. Corp. does not own either any U.S. Trademark Registrations or Applications for Trademark Registration.