

12-12-2000



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**RECORDATION FORM COVER SHEET
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4

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other

U.S. Government
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Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month Day Year

Name (line 2)

Second Party

Name (line 1)

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:
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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text" value="09/512,712"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,593,229"/>	<input type="text" value="5,558,438"/>	<input type="text" value="6,065,871"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,611,626"/>	<input type="text" value="4,610,029"/>	<input type="text" value="5,051,284"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month	Day	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

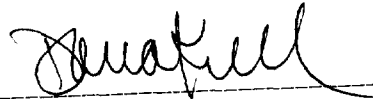
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Dana Kull, Esq.
Name of Person Signing


Signature

November 7, 2000
Date

SECURITY AGREEMENT

(Patents)

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, Rex International, Inc., a North Carolina corporation (the "Assignor"), holds rights in Letters Patent of the United States as set forth on **Schedule A** (the "Patents");

WHEREAS, the Assignor is the sole owner or a licensee of the entire right, title and interest in and to the Patents and the inventions which are the subject matter thereof;

WHEREAS, the Assignor has entered into a Second Amended and Restated Loan and Security Agreement, dated as of August 15, 2000 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"; unless otherwise defined herein, capitalized terms are used herein as defined in the Loan Agreement), between the Assignor and certain of its Affiliates, the Lenders and Fleet Capital Corporation, as administrative agent for the Lenders (the "Administrative Agent"), pursuant to which the Lenders have, on the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor;

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign and grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Patent Collateral"):

- (i) the Patents and any other patents and the registrations and application for registration therefor, together with any reissue, division, continuation, continuation-in-part, renewal or extension of any thereof,
- (i) inventions and improvements described and claimed therein,
- (ii) all licenses of the foregoing to which Assignor is a party as licensee or licensor,
- (iii) all income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof,

(iv) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing to the Assignor,

(v) all rights corresponding to any of the foregoing throughout the world, and

(vi) all proceeds of and accessions to any and all of the foregoing,

to secure the payment and performance of the Secured Obligations; and

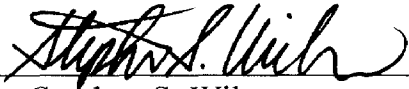
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Administrative Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on the Patent Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in and lien upon the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signatures appear on following page]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer or agent as of August 15, 2000.

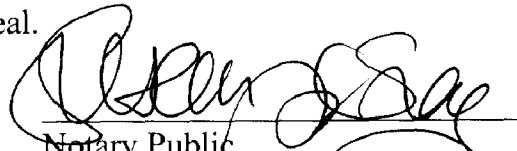
REX INTERNATIONAL, INC.

By: 
Stephen S. Wilson
Chief Financial Officer

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

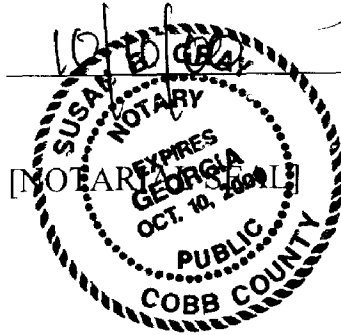
This 15th day of August, 2000 personally came before me, a Notary Public in and for said County and State, Stephen S. Wilson who, being by me duly sworn, says that he is the Chief Financial Officer of Rex International, Inc., that he signed the foregoing instrument on behalf of said entity by his authority duly given, and that he acknowledged said instrument in writing to be the act and deed of said entity.

WITNESS my hand and official seal.



Notary Public

My Commission Expires:



Schedule A

Patents

<u>Patent</u>	<u>Registration No.</u>	<u>Date Issued</u>
Heavy duty bag with easily-removable corner for pouring	5,593,229	1/14/97
Bag with reenforced handle and resealable pour spout opening	5,558,438	9/24/96
Bag with tear-resistant handle	6,065,871	5/23/00
Bag with reenforced handle and resealable pour spout opening	5,611,626	3/18/97

Patent Applications

<u>Patent</u>	<u>Application No.</u>	<u>Date Filed</u>
Bag with tear-resistant handle	09/512,712	2/24/00
Side gusset bag with convenient carry handle	<i>application currently being drafted</i>	

Patent Licenses

<u>Patents Licensed to Rex International, Inc.</u>	<u>Registration No.</u>	<u>Licensed From:</u>
Bag To Be Carried in the Hand and Procedure for Manufacturing the Bag	4,610,029	W. Rosenlew Ltd. per Patent License Agreement dated 12/17/93
Protective Wrapping of Film	5,051,284	W. Rosenlew Ltd. per Patent License Agreement dated 12/17/93