

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
PATENTS ONLY

Patent and Trademark Office
Docket No. 07427/661

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

1. Name of conveying party(ies):
MACRO PLASTICS, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State: CALIFORNIA Other:

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: BANK OF THE WEST
Internal Address:
Street Address: ONE FRONT STREET, 22ND FLOOR
City: SAN FRANCISCO State: CALIFORNIA ZIP: 9411

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: DECEMBER 20, 2002

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

5,180,064

4,439,113

Additional numbers attached? Yes No

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

CHARLOTTE CHEN
MORRISON & FOERSTER LLP
555 WEST FIFTH STREET
SUITE 3500
LOS ANGELES, CALIFORNIA 90013-1024

6. Total number of applications and patents involved: 2

7. Total fee (37 C.F.R. § 3.41): \$80.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket No. 07427/661

8. Deposit account number: 03-1952

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: KELLY LOGUE



Signature

2/10/03

Date

Total number of pages comprising cover sheet, attachments and document: 8

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office
Office of Public Records
Box Assignments
Crystal Gateway 4, Room 335
Washington, D.C. 20231

**SUPPLEMENTAL SECURITY AGREEMENT
(Patents)**

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Patent Agreement") is made and dated as of the 20th day of December, 2002, by and between MACRO PLASTICS, INC., a California corporation (the "Company") and BANK OF THE WEST (the "Lender").

RECITALS

A. The Company and the Lender have entered into that certain Amended and Restated Credit Agreement dated as of even date herewith by and between the Lender and the Company (the "Credit Agreement," and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement). As a condition to the effectiveness of the Credit Agreement, the Company and the Lender entered into that certain Security Agreement dated as of even date herewith between Company and the Lender (the "Security Agreement"), in which the Company has granted to the Lender a security interest in certain assets of Company, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Company or used in Company's business.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of patents and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Confirmation of Grant of Security Interest. Company hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Company's right, title and interest in the following (the "Patent Collateral"):

(a) All now existing or hereafter created or acquired, patents, letters patents, inventions, patent applications and rights and works protectable by patent, and, except to the extent prohibited by the terms thereof, all agreements in respect of patents owned by third parties, including, without limitation, the patents specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Lender;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising rights (but not the obligation) to register claims under any state, federal or foreign patent law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations utilizing any of the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Company or the Lender for past, present and future infringements of any of the foregoing; and

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Company hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all patents owned by Company which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Lender in writing of any additional patents registered with the PTO of which Company becomes the owner and to amend Schedule I accordingly.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Company hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all Patents owned by Company which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Lender in writing of any additional Patents registered with the PTO of which Company becomes the owner and to amend Schedule I accordingly.

3. No Present Assignment. Neither the Security Agreement, this Supplemental Patent Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Patent Collateral. Subject to the rights of the Lender under the Security Agreement and this Supplemental Patent Agreement, it is the intention of the parties hereto that Company continue to own the Patent Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Lender under the Security Agreement and this Supplemental Patent Agreement in and to the Patent Collateral shall be released and terminated.


4. Relationship to Security Agreement. The Patent Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the Lender shall have all rights, powers and remedies with respect to the Patent Collateral to the same

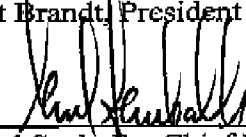
extent as they have with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.

[Signature Page Following]

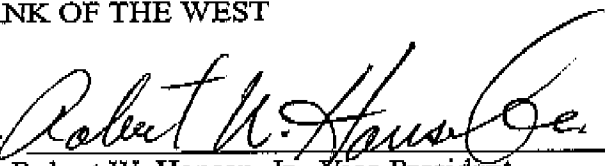
IN WITNESS WHEREOF, this Supplemental Patent Agreement is executed as of the day and year first above written.

MACRO PLASTICS, INC., a California corporation

By: 
Pat Brandt, President

By: 
Paul Saubolle, Chief Financial Officer

BANK OF THE WEST

By: 
Robert W. Hansen, Jr., Vice President

SCHEDULE 1
TO SUPPLEMENTAL SECURITY AGREEMENT
(PATENTS)

<u>Title</u>	<u>Issue Date or Filing Date</u>	<u>Registration or Application Number</u>	<u>Registered Owner</u>
Container (File No. 31547-32)	1/19/93	5,180,064	Macro Plastics, Inc.
Bulk Container (File No. 31547-22)	8/8/95	4,439,113	Macro Plastics, Inc.

IRREVOCABLE POWER OF ATTORNEY

MACRO PLASTICS, INC., a California corporation located at 2250 Huntington Drive, Fairfield, California 94533 (the "Company") hereby grants to BANK OF THE WEST (the "Lender"), an exclusive Irrevocable Power of Attorney to (i) transfer Patents and applications therefor owned by Company from time to time, (ii) renew, extend, and protect the foregoing, and (iii) register and record any such transfer, renewal, extension and protection, all in accordance with that certain Amended and Restated Credit Agreement dated as of December 20, 2002 by and between the Company and the Lender (the "Credit Agreement," and with capitalized terms not otherwise defined used with the meaning given such terms in the Credit Agreement).

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Obligations remain outstanding (other than surviving indemnity obligations).

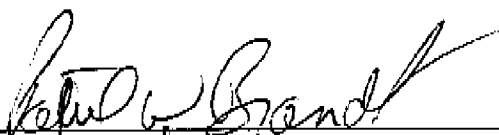
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life specified in Paragraph 1 above and is coupled with an interest; it is created for the benefit of the attorney in fact, Lender, rather than for Company.

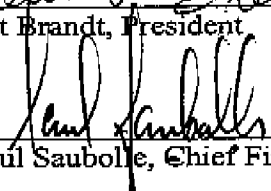
3. This Power of Attorney is created simultaneously with the imposition of other obligations upon Company in favor of Lender under the Credit Agreement.

4. The Power of Attorney granted herein is created to secure the performance of the obligations under the Credit Agreement and the Supplemental Security Agreement (Patents) dated concurrently herewith of Company to Lender and shall be exercisable by Lender only after the occurrence and during the continuance of a Event of Default.

IN WITNESS WHEREOF, Company has caused this Irrevocable Power of Attorney to be executed by its officer thereunto duly authorized, as of December 20, 2002.

MACRO PLASTICS, INC., a California corporation

By: 
Pat Brandt, President

By: 
Paul Saubolle, Chief Financial Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF Solano)

On Dec 19, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Patrick Brandt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Karen A. Mester
My commission expires on 3-20-2004

