

5-20-03

FORM PTO-1585
(Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings ☐ ☐ ☐ ☐ ▼

To the Honorable Commissioner of Pat.

102451985

original documents or copy thereof.

1. Name of conveying party(ies):

5-20-03

Plassein International of Thomasville, Inc.
f/k/a Rex International, Inc.Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: May 14, 2003

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: _____

Street Address: 300 Galleria

City: Atlanta State: GA ZIP: 30339

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

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)

1. 09/934,417 (8/21/01)

2. 09/512,712 (2/24/00)

B. Patent No.(s)

See Schedule A attached

Additional numbers attached? ☒ Yes ☐ No

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

Name: Judy Radoccia

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved:

11

7. Total fee (37 CFR 3.41).....\$ 440.00

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/27/2003 DRYME 00000121 09934417

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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.

Judy Radoccia

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20221PATENT
REEL: 014066 FRAME: 0876

Schedule A

Patent Registrations

<u>Patent</u>	<u>Registration No.</u>	<u>Date Issued</u>
Heavy duty bag with easily-removable corner for	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
Bag with arcuate-transition tear line	6,402,379	6/11/02
Bag with resistant handle	6,231,232	5/15/01
Side gusset bag with convenient carry handle	6,299,351	10/9/01

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

BOS_401882_2/FKALISKI

SECURITY AGREEMENT

(Patents)

STATE OF MASSACHUSETTS)COUNTY OF SUFFOLK) ss.:

WHEREAS, PLASSEIN INTERNATIONAL OF THOMASVILLE, INC., formerly known as Rex International, Inc., a North Carolina corporation, a debtor and a debtor-in-possession in Case No. 03-11489 et seq. pending under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (collectively and individually as such, 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 Debtor-in-Possession Revolving Loan, Security and Guaranty Agreement dated as of May 14, 2003 (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), by and among Plassein International Corp., a Delaware corporation, Plassein International of Salem, Inc., a Massachusetts corporation, Plassein International of Martin, Inc., a Michigan corporation, Plassein International of Spartanburg, Inc., a Delaware corporation, and Plassein International of Ontario, LLC, a Delaware limited liability company; each as a debtor and a debtor-in-possession in a case pending under Chapter 11 of the Bankruptcy Code (collectively, the "Borrowers" and each individually, a "Borrower"); Plassein International of Newmarket, Inc., an Ontario corporation (the "Canadian Debtor"); Vizo-Bag Limited, an Ontario corporation; Teno Films, Incorporated, a North Carolina corporation, as a debtor and a debtor-in-possession under Chapter 11 of the Bankruptcy Code (the "Guarantor"), the financial institutions from time to time party thereto as Lenders, Fleet Capital Corporation, as Administrative Agent, Heller Financial, Inc., as Syndication Agent, and Wachovia Bank, National Association, as Documentation 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, for its benefit as Administrative Agent and the benefit of the Lenders and Fleet National Bank, 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 Obligations; and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Administrative Agent, for its benefit as Administrative Agent and the benefit of the Lenders and Fleet National Bank, a continuing security interest in and a continuing lien on the Patent Collateral as security for the payment and performance of the Obligations. The Obligations are also secured by the Patent Collateral pursuant to the Orders.

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 May 14, 2003.

PLASSEIN INTERNATIONAL OF THOMASVILLE,
INC. (formerly known as Rex International, Inc.), as
debtor and debtor-in-possession

By: [Signature]
V. M. Philbrook
President

STATE OF VA)

) ss.:

COUNTY OF Suffolk)

This 14 day of May, 2003 personally came before me, a Notary Public in and for said County and State, V. M. Philbrook who, being by me duly sworn, says that he/she is the President of Plassein International of Thomasville, Inc., formerly known as Rex International, Inc., that he/she signed the foregoing instrument or behalf of said entity as debtor and debtor-in-possession by his/her authority duly given, and that he/she acknowledged said instrument it writing to be the act and deed of said entity.

WITNESS my hand and official seal.

[NOTARY SEAL]

Michelle J Parke
Notary Public
My Commission Expires: 7/17/2003

Signature Page to Patents Security Agreement