

02-23-2000

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DPR/FINANCE RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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 should be attached (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

02/23/2000 DNGUYEN 00000045 75587064

01 FC:481

40.00 DP

Fee OK

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002024 FRAME: 0440

02/23/2000 DNGUYEN 00000047 75587064 225.00 DP 01 FC:482

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75587064"/>	<input type="text" value="75179198"/>	<input type="text"/>	<input type="text" value="2201598"/>	<input type="text" value="1669444"/>	<input type="text"/>
<input type="text" value="75486149"/>	<input type="text" value="75179196"/>	<input type="text"/>	<input type="text" value="1318186"/>	<input type="text" value="1309382"/>	<input type="text"/>
<input type="text" value="75465931"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2037527"/>	<input type="text"/>	<input type="text"/>

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.

Angela M. Alvarez Sujek
Name of Person Signing

Angela M. Alvarez Sujek
Signature

1/17/00
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
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Other

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State/Country

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Corporation Association

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AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 22, 1999, among the undersigned (individually each a "Debtor" and collectively the "Debtors") and Comerica Bank in its capacity as Agent for the Lenders referred to below ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of December 22, 1999 (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, each of the financial institutions party thereto (together with their respective Affiliates, collectively, the "Lenders") and Secured Party, as Agent for the Lenders, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Borrowers and to provide for the issuance of Letters of Credit for the account of Borrowers, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, each of the Debtors agrees, for the benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each of the Debtors does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Lenders, and grant to the Secured Party for the benefit of the Lenders a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

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(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether or not currently in use, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Lenders in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, execute and deliver to the Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures follow on succeeding pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

PLASTIPAK HOLDINGS, INC.

By: Michael J. Stoffa
Its: Treasurer

PLASTIPAK PACKAGING, INC.

By: Michael J. Stoffa
Its: Treasurer

WHITELINE EXPRESS, LTD.

By: Michael J. Stoffa
Its: Treasurer

CLEAN TECH, INC.

By: Michael J. Stoffa
Its: Treasurer

TABB REALTY, LLC

By: *Michael J. Hoffa*
Its: *Treasurer*

ACCEPTED BY SECURED PARTY:

COMERICA BANK, as Agent for the Lenders

By: *Robert J. [Signature]*
Its: *Vice President*

Signature Page
Trademark Agreement

**ATTACHMENT 1
TO
AGREEMENT
(TRADEMARK)**

Item A -Trademarks

(1) U.S. Registered Trademarks

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
GEM-PAK	2,201,598	02/23/98
PLASTIPAK PACKAGING	1,318,186	02/05/85
CYCLE-CLEAN	2,037,527	01/25/96
CLEAN TECH	1,669,444	08/17/89
WEL WHITELINE EXPRESS	1,309,382	11/07/83

(2) U.S. Pending Trademark Applications

TRADEMARK	SERIAL NUMBER	FILING DATE
AQUAPET	75/587064	11/12/98
HANDIGRIP	75/486149	05/15/98
EXI-PAK	75/465931	04/10/98
EXXI	75/179198	10/09/96
EXXI-PAK	75/179196	10/09/96

(3) Foreign Registered Trademarks - None

(4) Foreign Pending Trademark Applications - None

Item B -Trademark Licenses

None

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