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101473652

To the Honorable Commissioner of Patents and Trademarks, record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9-14-00
 Paper-Pak Products, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

2. Name and address of receiving party(ies):
 Name: Bank of America, N.A.
 Internal Address: Special Assets Division - West
CA9-706-11-21
 Street Address: 555 S. Flower St., 11th Floor
 City: Los Angeles State: CA ZIP: 90071

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 15, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
none

Additional numbers attached? Yes No

B. Trademark registration No.(s)
1,439,799
1,063,088

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Sheppard, Mullin, Richter & Hampton
LLP
 Internal Address: Attn: J. Cravitz

 Street Address: 333 S. Hope St., 48th Floor

 City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

09/26/2000 MTHA11 00000438 1423769
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

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.

Harold Marcus [Signature] 9/12/00
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

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

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Security Agreement for
United States Patents and Trademarks

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PAPER-PAK PRODUCTS, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1941 White Avenue, La Verne California 91750 hereby assigns and grants to BANK OF AMERICA, N.A., a national banking association, as Collateral Agent (the "Grantee"), with offices at Independence Center, 15th Floor, NC-001-15-04, 101 North Tryon Street, Charlotte, NC 28255, Attn: Agency Services, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Patent and Patent Application, including each United States Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each Trademark, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including each United States trademark registration and application referred to in Schedule B hereto;
- (iv) each Trademark License, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS AGREEMENT is executed in conjunction with the security interests granted to the Grantee pursuant to the Amended and Restated Security Agreement among the Grantor, the Grantee and certain other parties dated as of July 15, 1999, as amended, supplemented or modified from time to time (the "Security Agreement").

The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 15th day of July, 1999.

PAPER-PAK PRODUCTS, INC., as Grantor

By: Jolene A. Myers
Name: Jolene A. Myers
Title: CFO

BANK OF AMERICA, N.A., as Collateral Agent,
as Grantee

By: _____
Name:
Title:

[STATE] of New York

The foregoing instrument was acknowledged before me this 15th day of July, 1999 by Jolene A. Myers as CFO of Paper-Pak Products, Inc., a Delaware corporation, on behalf of Paper-Pak Products, Inc..

My commission expires: December 21, 2000

Notarial Seal

Shay Crawford
Notary Public

SHAY CRAWFORD
Notary Public, State of New York
No. 01CR6017957
Qualified in Westchester County
Commission Expires December 21, 20 00

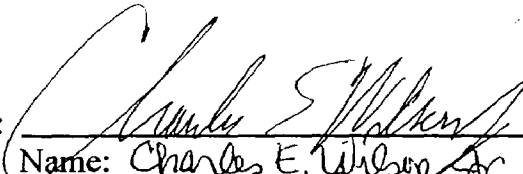
that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 15th day of July, 1999.

PAPER-PAK PRODUCTS, INC., as Grantor

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as Collateral Agent,
as Grantee

By:  _____
Name: Charles E. Wilson, Jr.
Title: Senior Vice President

[STATE] of _____

The foregoing instrument was acknowledged before me this 15th day of July, 1999 by _____ as _____ of Paper-Pak Products, Inc., a Delaware corporation, on behalf of Paper-Pak Products, Inc..

My commission expires:

Notarial Seal

Notary Public

SCHEDULE A TO

PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. PATENT APPLICATIONS

Patent Description	Application No.
Absorbent Pads Having Theft Alarm Activators Application Therein	60/132,131

U.S. PATENT LICENSES

Licensor	Licensee	Patent No.
Procter & Gamble Company	Paper-Pak Products, Inc.	4,610,678
Indelpa	Paper-Pak Products, Inc.	4,701,156

SCHEDULE B TO

PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Trademark Description	Registration No.
Attends	1,439,799
HyGard	1,063,088