

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Registration No. 1,617,120 to No. 1,671,120 previously recorded on Reel 001091 Frame 0371. Assignor(s) hereby confirms the security interest.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Clear Shield National, Inc.		12/31/1993
	Sandusky Plastics, Inc.		12/31/1993
	Viskase Corporation		12/31/1993
			Entity Type
			CORPORATION: CALIFORNIA
			CORPORATION: DELAWARE
			CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc.		
Street Address:	200 S. Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1671120	E-Z PEEL
CORRESPONDENCE DATA			
Fax Number:	(312)527-0484		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 840-7860		
Email:	CHGOIP@jenner.com		
Correspondent Name:	Mariann R. Murphy		
Address Line 1:	353 N. Clark Street		
Address Line 2:	Jenner & Block LLP		
Address Line 4:	Chicago, ILLINOIS 60654-3456		
ATTORNEY DOCKET NUMBER:	41071-10168		
NAME OF SUBMITTER:	Mariann R. Murphy		

CH \$40.00 1671120

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REEL: 004186 FRAME: 0154

Signature:

/Mariann R. Murphy/

Date:

04/15/2010

Total Attachments: 91

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FORM PTO-1594 (Rev. 8-93)
OASIS No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ▼

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

1. Name of conveying party(ies): <u>Clear Shield Network, Inc.</u> <u>Swisskey Plastics, Inc.</u> <u>Viskase Corporation</u>		2. Name and address of receiving party(ies) Name: <u>Circle K North America, Inc.</u> Internal Address: _____ Street Address: <u>200 S. Wacker Drive</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60608</u>	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____		<input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domicile representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <u>15</u>			
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
Execution Date: <u>December 31, 1993</u>			
4. Application number(s) or patent number(s):			
A. Trademark Application No.(s) <u>See Schedule A to the Security</u> <u>Agreements Attached Hereto</u>		B. Trademark Registration No.(s) <u>See Schedule A to the Security</u> <u>Agreements Attached Hereto</u>	
Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Lilli Siegel, Esq.</u> Internal Address: _____ Street Address: <u>Weil, Gotshal & Manges</u> <u>767 Fifth Avenue</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10153</u>		6. Total number of applications and registrations involved: <u>56</u>	
		7. Total fee (37 CFR 3.41) \$ <u>1,415</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
120 PR 02/07/94 1308796 120 PR 02/07/94 1308996		0 181 50.00 PR 39150091 0 482 1,375.00 LR	
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.			
<u>Lilli Siegel</u> Name of Person Signing		<u>Lilli Siegel</u> Signature	
		<u>1/18/93</u> Date	
Total number of pages including cover sheet, attachments, and document 93			

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REEL 839 FRAME 816

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated December 31, 1993, made by Viskase Corporation, a Pennsylvania corporation (the "Grantor"), having its principal place of business at 6855 West 65th Street, Chicago, Illinois 60638, in favor of Citicorp North America, Inc., as collateral agent (the "Collateral Agent") for the financial institutions party to the Credit Agreement referred to below.

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W I T N E S S E T H :

WHEREAS, Viskase S.A., as multicurrency borrower (the "Multicurrency Borrower"), and Envirodyne Industries, Inc. ("Envirodyne"), and certain of its subsidiaries, as domestic borrowers (collectively, the "Domestic Borrowers", and together with the Multicurrency Borrower, the "Borrowers"), have entered into a Credit Agreement, dated as of December 31, 1993, with the financial institutions party thereto and Citibank International PLC, as multicurrency administrative agent, Continental Bank N.A., as domestic administrative agent and managing agent, and Citicorp North America, Inc., as managing agent and collateral agent for said financial institutions (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement" and the terms defined therein and not otherwise defined herein being used herein having the meanings therein assigned); and

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WHEREAS, the Grantor has entered into a Guaranty Agreement, dated as of December 31, 1993 (the "Guaranty"), in favor of the Guaranteed Parties referred to therein; and

WHEREAS, it is a condition precedent to the making of the Loans and the issuance of the Letters of Credit that the Grantor shall have entered into this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and the Swing Loan Banks to make the Loans and enter into Other Instruments and the Issuers to issue the Letters of Credit, the Grantor hereby agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable

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to both the singular and the plural forms of the terms defined):

"Agreement" means this Intellectual Property Security Agreement, as the same may from time to time be amended, modified or supplemented, and shall refer to this Intellectual Property Security Agreement as in effect on the date such reference becomes operative.

"Copyrights" means copyrights, registrations and applications therefor, and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof, and (iv) all other rights corresponding thereto throughout the world.

"Intellectual Property Collateral" has the meaning assigned to such term in Section 2 of this Agreement.

"Licenses" means license agreements in which the Grantor grants or receives a grant of any interest in Copyrights, Trademarks, Patents and Trade Secrets (all as defined herein) and other intellectual property and any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements or misappropriations thereof, and (iii) rights to sue for past, present and future violations or infringements thereof.

"Patents" means patents and patent applications along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iv) rights to sue for past, present and future infringements or misappropriations thereof, and (v) all other rights corresponding thereto throughout the world.

"Secured Obligations" means all obligations of the Grantor under the Guaranty, the Obligations of the Grantor under the Credit Agreement and all obligations under this Agreement.

"Trademarks" means trademarks (including service marks and trade names, whether registered or at common law), registrations and applications therefor, and the entire product lines and goodwill of Grantor's business connected therewith and symbolized thereby, together with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof, and (iv) all other rights corresponding thereto throughout the world.

"Trade Secrets" means trade secrets, along with any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (ii) rights to sue for past, present and future infringements or misappropriations thereof, and (iii) all other rights corresponding thereto throughout the world.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. In order to secure the complete and due and punctual payment of all of the Secured Obligations, the Grantor hereby grants and conveys to the Collateral Agent on behalf and for the benefit of the Secured Parties as collateral security, a continuing security interest in all of the Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets, subject to the provisos set forth below in this Section 2 (all of which being hereinafter referred to as the "Intellectual Property Collateral"):

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(a) all Trademarks of the Grantor, including, without limitation, the Trademarks listed on Schedule A hereto;

(b) all Copyrights of the Grantor, including, without limitation, the Copyrights listed on Schedule B hereto;

(c) all Licenses of the Grantor, including, without limitation, the Licenses listed on Schedule C hereto;

(d) all Patents of the Grantor, including, without limitation, the Patents listed on Schedule D hereto;

(e) all Trade Secrets of the Grantor; and

(f) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks;

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Collateral Agent with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

3. Representations and Warranties. The Grantor represents and warrants that:

(a) The Trademarks, Copyrights, Licenses, Patents and Trade Secrets are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except which in the aggregate have no Material Adverse Effect;

(b) The Grantor has the full right, power and authority to enter into this Agreement and to grant all of the right, title and interest herein granted;

(c) The execution, delivery and performance by the Grantor of this Agreement do not and will not contravene any contractual restriction binding on or affecting the Grantor or any of its properties;

(d) This Agreement has been duly executed and delivered by the Grantor and is a legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms, except that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent

conveyance, reorganization, moratorium and similar laws affecting the enforcement of creditor's rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding equity or at law);

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(e) The Grantor has not previously assigned, transferred, conveyed or otherwise encumbered such right, title and interest, other than to GECC pursuant to the GECC License Agreement;

(f) The Grantor is the sole and exclusive owner of the Intellectual Property Collateral, all of which is free and clear of any Liens, other than to GECC pursuant to the GECC License Agreement and Permitted Liens, charges and encumbrances, and no other person or entity has any claim with respect to the Intellectual Property Collateral whatsoever;

(g) Schedules A, B, C and D attached hereto list all Trademarks, Copyrights, Licenses and Patents related to the Intellectual Property Collateral;

(h) The Grantor owns or licenses or otherwise has the right to use all material licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations and other intellectual property rights that are used in the operations of its business;

(i) To the best of the Grantor's knowledge, the Intellectual Property Collateral does not infringe any rights owned or possessed by any third party;

(j) There are no claims, judgments or settlements to be paid by the Grantor or pending claims or litigation relating to the Intellectual Property Collateral, except as set forth on Schedule E hereto;

(k) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as may have been filed by the Grantor in favor of the Collateral Agent for the benefit of

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itself and the Secured Parties pursuant to this Agreement or such as relate to other Permitted Liens; and

(1) Assuming appropriate financing statements have been filed in the proper jurisdictions and appropriate filings have been made with the United States Patent and Trademark Office and the United States Copyright Office and any appropriate filing offices located in foreign countries, this Agreement is effective to create a valid and continuing first priority lien on and first priority security interest in the Intellectual Property Collateral in favor of the Collateral Agent for the benefit of itself and the Secured Parties.

4. Rights and Remedies: Application of Monies.

(a) Upon the occurrence and during the continuation of an Event of Default, the Collateral Agent may to the fullest extent permitted by applicable law, without prior notice to Grantor, and without advertisement, hearing or process of law in any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral, and (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or granted a license or franchise to use, any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto (but subject, in each case, to the rights of others heretofore granted or created by Grantor in the ordinary course of business). Upon the occurrence and during the continuation of an Event of Default, the Collateral Agent may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash upon credit as the Collateral Agent may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions as the Collateral Agent shall determine. In connection therewith, the Collateral Agent shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Collateral Agent may deem to be necessary or appropriate to comply with any law, rule or regulation (Federal, state, local or that of a foreign country) having applicability to any such sale and requirements for any necessary governmental approvals.

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(b) It is expressly understood that, anything herein to the contrary notwithstanding, the Grantor shall remain liable under each of its Contracts (as such term is defined in the Security Agreement) and each of its Licenses to observe and perform all the conditions and obligations to be observed by it thereunder and the Grantor shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any Contract or License by reason of or arising out of this Agreement or the granting to the Collateral Agent and the Secured Parties of a security interest herein, nor shall the Collateral Agent or any Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Grantor under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) Except as provided in this Section 4, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Collateral Agent of any of its rights and remedies hereunder. The Collateral Agent shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 4, in the absence of gross negligence or willful misconduct.

(d) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the Secured Obligations, any Secured Obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such Secured Obligations.

(e) This Agreement is made to provide for and secure repayment of the Secured Obligations of the Grantor in the following order of priority indicated:

First, to the payment of the costs and expenses of such sale, transfer, assignment or other disposition, including, without limitation, all expenses and liabilities (including reasonable compensation to the agents of, and counsel to, the Collateral Agent and the Secured Parties) and advances made or incurred by the Collateral Agent and the Secured Parties in connection therewith or pursuant to Section 15 or 19 hereof;

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Next, to the Secured Parties and the Collateral Agent, in accordance with the terms of Article 10 of the Credit Agreement, for the payment of the Secured Obligations; and

Finally, after payment of the Secured Obligations, to the payment to the Grantor, or its successors or assigns, or to whosoever may be lawfully entitled to receive the same, of any surplus then remaining from such proceeds.

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(f) Upon the declaration of an Event of Default, the Grantor agrees that it will, at the request of the Collateral Agent, promptly (and in any event within three Business Days) deliver to the Collateral Agent or their designee an assignment of the Intellectual Property Collateral, duly executed by the Grantor, in substantially the form of Schedule F annexed hereto. Upon the occurrence and during the continuation of an Event of Default, the Grantor agrees that the Collateral Agent may duly execute such an assignment as Grantor's true and lawful attorney-in-fact pursuant to Section 16 hereof.

5. Security Interest Absolute. All rights of the Collateral Agent and the Secured Parties and security interests granted herein, and all obligations of the Grantor pursuant hereto, shall be absolute and unconditional irrespective of:

(a) the lack of validity or enforceability of any provisions in the Credit Agreement, the Notes or any other Loan Document or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, the Notes or any other Loan Document;

(c) any exchange, release or non-perfection of any Collateral other than the Intellectual Property Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor or a third-party grantor.

6. Termination of Security Interest. This Agreement, and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that the last Secured Obligations shall have been fully paid and satisfied and (b) the date as of which the last of the Commitments and any other obligations that any of the Secured Parties have under any of the Loan Documents or related documents and instruments have terminated, at which time the Collateral Agent (without recourse upon, or any warranty whatsoever by, the Collateral Agent) shall execute and deliver to Grantor, for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Collateral Agent's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Collateral Agent granted hereby as Grantor may reasonably request, all without recourse upon, or warranty whatsoever by, the Collateral Agent, except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of the Collateral Agent, and at the cost and expense of Grantor.

7. Use and Protection of Intellectual Property Collateral. (a) Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Collateral Agent shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of the Grantor to enable the Grantor to do so.

(b) In order to more fully protect the Intellectual Property Collateral in respect of which security interests have been granted to the Collateral Agent by the Grantor hereunder, the Grantor may hereafter transfer to the Collateral Agent such additional rights, privileges, marks and licenses as Grantor may in its discretion determine to be necessary and appropriate to the continuing exploitation, licensing, use, enjoyment and protection (whether in the United States of America or any foreign jurisdiction) of the Intellectual Property Collateral.

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8. Duties of Grantor. The Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a Material Adverse Effect in a manner substantially consistent with its present practices. The Grantor shall take all action reasonably requested by the Collateral Agent to register, record and/or perfect the Collateral Agent's rights hereunder. Such duties shall include, but not be limited to, the following:

(a) The Grantor shall take appropriate action at its expense to halt the infringement of any of the Intellectual Property Collateral if such infringement would have a Material Adverse Effect on the value of the Intellectual Property Collateral or the Grantor's ability to use the Intellectual Property Collateral;

(b) The Grantor shall not amend, modify, terminate or waive any provisions of any other contract to which the Grantor is a party in any manner which might Materially Adversely Effect the Intellectual Property Collateral.

9. Payment of Taxes, Etc. (a) The Grantor will pay and discharge before the same shall become delinquent, all federal, state, local and other Charges (other than immaterial state, local and foreign tax charges) except where contested in good faith pursuant to Section 9(b).

(b) The Grantor may in good faith contest, by proper legal actions or proceedings, the validity or amount of any Charges or claims arising under Section 9(a), provided that at the time of commencement of any such action or proceeding, and during the pendency thereof (i) no Default or Event of Default shall have occurred, (ii) adequate reserves with respect thereto are maintained on the books of the Grantor in accordance with GAAP, (iii) none of

the assets of the Grantor would be subject to forfeiture or loss or any Lien by reasons of the institution or prosecution of such contest; (iv) if such contest is terminated or discontinued adversely to the Grantor, the Grantor will promptly pay or discharge such contested Charges and all additional charges, interest, penalties and expenses, if any, and will deliver to the Collateral Agent evidence acceptable to the Collateral Agent of such compliance, payment or discharge; and (v) the nonpayment or nondischarge thereof would not have a Material Adverse Effect.

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10. The Collateral Agent's Right to Sue. Whenever an Event of Default shall have occurred and be continuing, the Collateral Agent shall have the right, after notice to Envirodyne, but shall in no way be obligated, to bring suit in its own name to protect or enforce the Trademarks, Copyrights, Licenses, Patents and Trade Secrets, and, if the Collateral Agent shall commence any such suit, Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such protection or enforcement.

11. Maintenance of Records. The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Intellectual Property Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Intellectual Property Collateral and all other dealings with the Intellectual Property Collateral. At the Collateral Agent's request, the Grantor will mark its books and records pertaining to the Intellectual Property Collateral to evidence this Agreement and the security interests granted hereby. For the Collateral Agent's and the Secured Parties' further security, the Grantor agrees that the Collateral Agent and the Secured Parties shall have a special property interest in all of the Grantor's books and records pertaining to the Intellectual Property Collateral and, upon the occurrence and during the continuation of any Event of Default, at the request of the Collateral Agent the Grantor shall deliver and turn over any such books and records to the Collateral Agent or its representatives at any time on demand of the Collateral Agent. Prior to the occurrence of an Event of Default and upon reasonable notice from the Collateral Agent, the

Grantor shall permit any representative of the Collateral Agent to inspect such books and records as set forth in Section 12.

12. Right of Inspection. Upon reasonable notice to the Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), the Collateral Agent shall at all times have full and free access during normal business hours to all the books and records and correspondence of the Grantor, and the Collateral Agent or its representatives may examine the same, take abstracts therefrom and make photocopies thereof, and the Grantor agrees to render to the Collateral Agent at the Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

13. No Waiver; Cumulative Remedies. No failure on the part of the Collateral Agent to exercise, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Collateral Agent preclude other or further exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Collateral Agent whether at law, in equity or otherwise.

14. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telex, telecopy, or cable communication) and mailed, telegraphed, telexed, telecopied, cabled or delivered by hand, if to the Grantor, addressed to it at its address specified in the Credit Agreement, and if to the Collateral Agent, addressed to it at its address specified in the Credit Agreement; or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed, telegraphed, telexed, telecopied, cabled or delivered, be effective when deposited in the mails, delivered to the telegraph company, confirmed by telex answerback, telecopied with confirmation or receipt, delivered to the cable company, or delivered by hand to the addressee or its agent, respectively.

15. Expenses of Collection. The Grantor hereby agrees to pay all expenses of the Collateral Agent, including reasonable attorneys' fees, incurred with respect

to the collection of any of the Intellectual Property Collateral and the enforcement of the respective rights of the Collateral Agent and the Secured Parties hereunder (together with interest thereon from and after the date of payment of such expenses by the Collateral Agent in accordance with the rate then in effect for Loans under the Credit Agreement), which expenses together with interest thereon as aforesaid shall constitute Secured Obligations.

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16. Collateral Agent Appointed Attorney-in-Fact. Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all Secured Obligations. The Collateral Agent agrees that until the occurrence and continuation of an Event of Default, they will forbear from exercising the power of attorney or any rights granted to the Collateral Agent pursuant to this Section 16.

17. Governing Law; Binding Effect; Assignment. This agreement shall be governed by and construed in accordance with the law of the State of New York. This Agreement shall be binding upon Grantor and the Collateral Agent and their respective successors and assigns and shall inure to the benefit of Grantor and the Collateral Agent and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Collateral Agent. Except as provided in Section 2, no other Person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and each of their respective successors and assigns.

18. Further Indemnification. The Grantor agrees to pay, and save the Collateral Agent harmless from, any and all liabilities with respect to, or resulting from any delay

in paying (other than a delay caused by the gross negligence or willful misconduct of the Collateral Agent or any Lender), any and all excise, sales or other similar taxes which may be payable with respect to any of the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

TRADEMARK

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19. Collateral Agent May Perform. If the Grantor fails to perform any agreement contained herein, the Collateral Agent may, but shall not be obligated to, themselves perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by the Grantor pursuant to Section 15 hereof or, if not so paid, shall become Secured Obligations.

20. New Intellectual Property. In the event, prior to the time the Secured Obligations have been paid in full, the Grantor shall (i) obtain any rights to or interests in any new inventions whether or not patentable, patents, patent applications or any reissue, divisions, continuations, renewals, extensions, or continuations-in-part of any patent or improvement of any patent, trademarks, trade names, service marks, and registrations or applications therefor, copyrights and registrations or applications therefor, or licenses, except for Excluded Licenses, or (ii) become entitled to the benefit of any patent, copyright or trademark, or any registrations or applications therefor, license, except for Excluded Licenses, license renewal, trade secret or copyright renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clause (i) or (ii) of this Section 20 shall constitute Intellectual Property Collateral. The Grantor agrees, promptly following the written request by the Collateral Agent, to amend this Agreement by amending any or all of Schedules A, B, C and D, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, service marks, copyrights and licenses which would be Intellectual Property Collateral, and to immediately prepare, execute and record with all appropriate foreign country, Federal, state and/or local offices and authorities a Security Agreement for any such new Intellectual Property Collateral, in form and substance similar to this Agreement, and to deliver to the Collateral Agent reasonable proof of such recordation.

REEL 6839 FRAME 100

21. Waiver of Jury Trial. The Grantor and the Collateral Agent hereby irrevocably waive to the fullest extent permitted by law any and all right to trial by jury of (a) any dispute arising under, out of or in connection with this agreement, or (b) any other disputes between the Grantor and any Secured Party or any Collateral Agent arising out of or in connection with such Secured Party's or Credit Agent's actions or status as either (x) a Lender to the Grantor under the Credit Agreement or (y) a beneficiary of the security interest granted hereby.

TRADEMARK

REEL 1091 FRAME 386

22. Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent and Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

REEL 839 FRAME 101

23. Further Documentation. The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver such further instruments and documents, and take such further action, as may be necessary or desirable, or as the Collateral Agent may request, in order to perfect and protect any security interests granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce the rights and remedies pursuant hereto with respect to any of the Intellectual Property Collateral.

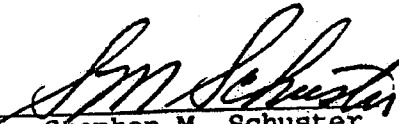
24. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

25. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not part of this Agreement.

26. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer, on the date first above written.

Viskase Corporation

By: 
Name: Stephen M. Schuster
Title: Vice President

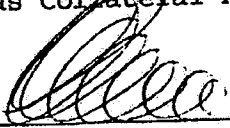
TRADEMARK

REEL 1091 FRAME 387

REEL 6839 FRAME 102

Accepted and Acknowledged:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 
Title: _____

REEL 1091 FRAME 388

REEL 6839 FRAME 103

TRADEMARK

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

On this 30th day of December, 1993, before me came Stephen M. Schuster, to me known to be an officer of Viskase Corporation, the company described in and which executed the above instrument, and duly acknowledged that he executed the same.

Brian Mapp
NOTARY PUBLIC

BRIAN MAPP
NOTARY PUBLIC, State of New York
No. 41-4977784
Qualified in Queens County
Commission Expires February 11, 1995

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

On this 30th day of December, 1993, before me came Colin M. Cohen, to me known to be an officer of Citicorp N.A. Inc., the company described in and which executed the above instrument, and duly acknowledged that he executed the same.

Brian Mapp
NOTARY PUBLIC

BRIAN MAPP
NOTARY PUBLIC, State of New York
No. 41-4977784
Qualified in Queens County
Commission Expires February 11, 1995

SCHEDULE A

TRADEMARKS

TRADEMARK

REEL 1091 FRAME 389

REEL 839 FRAME 104

SCHEDULE A
INTELLECTUAL PROPERTY
VISKASE CORPORATION

U.S. REGISTERED TRADEMARKS:

TRADEMARK	NATURE OF GOODS	REGISTRATION NUMBER	SERIAL NO. (PENDING)	REGISTRATION OR FILING DATE
E-Z SMOKE	IMPREGNATED LIQUID SMOKE	1308994		11DEC84
ROLLMATIC	CELLULOSIC FOOD CASING			
VISKASE AND DESIGN	FOOD CASINGS FIBROUS AND CELLULOSE PLASTIC BAGS FOR FOOD; FIBROUS AND CELLULOSE FOOD CASINGS	1414997 1444068		28OCT86 23JUN87
E-Z ROLL TRADITIONAL LOOK	CELLULOSE FOOD CASINGS	1502159 1522624		30AUG88 31JAN89
E-Z LOAD	FOOD CASINGS	1775218		08JUN93
E-Z PEEL	CELLULOSIC FOOD CASINGS	1617120	1671120	07JAN92
E-Z MARK	CELLULOSIC FOOD CASINGS	1581530		06FEB90
SENTRY	CELLULOSE FOOD CASINGS	1651489		23JUL91
SENTINEL	CELLULOSE FOOD CASINGS	1753667		13AUG91

MSZ 10/11/13

TRADEMARK

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SCHEDULE A

INTELLECTUAL PROPERTY
VISKASE CORPORATION

U.S. REGISTERED TRADEMARKS:

TRADEMARK	NATURE OF GOODS	REGISTRATION NUMBER	SERIAL NO. (PENDING)	REGISTRATION OR FILING DATE
ZEPHYR	CELLULOSE SAUSAGE CASINGS	379873		30JUL42
NOJAX	CELLULOSE SAUSAGE CASINGS	417447		30OCT42
VISTEN	PLASTIC CASINGS, TUBING AND BAGS USED AS CONTAINERS	502256		21SEP48
VISTEN	PLASTIC SHEETS USED FOR WRAPPING AND PACKAGING MATERIAL	525848		06JUN50
TITE-WRAP	MEAT PACKAGING MACHINES	713682		04APR61
BANDEL	PLASTIC FILM AND SHEETING FOR GENERAL USE IN INDUSTRIAL ARTS	765697		03MAR64
PERFLEX	PLASTIC FILM/SHEETING FOR USE AS WRAPPING & PACKAGING MATERIAL	773682		21JUL64
PERFLEX	PLASTIC BAGS	822192		17JAN67
MP AND DESIGN	CASING FOR MEAT, POULTRY AND FISH PRODUCTS	843472		06FEB68
PERFLEX	MACHINE FOR BAGGING PROCESSED MEAT AND POULTRY	967479		04SEP73
CRUSTPAK	(STYLIZED)	1501289		30AUG88
HI-Y GOLD	PACKAGING FILM	1151841		21JUL81
VISKASE	PLASTIC BAGS FOR FOOD; FIBROUS AND CELLULOSE FOOD CASINGS	1444069		23JUN87
TITECADDIE	FOOD CASINGS	1027376		16DEC75
SHIRMATIC	MACHINE FOR SIZING, FILLING AND CLOSING FOOD CASINGS	1076298		01NOV77
SHIRMATIC	FOOD CASINGS MADE OF CELLULOSE FIBERS	1086943		07MAR77
E-Z SMOKE	LIQUID SMOKE IMPREGNATED FIBROUS FOOD CASING	1243660		28JUN83
SNACKJAX	FOOD CASING MADE FOR CELLULOSE FIBERS	1239439		24MAY83

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TRADEMARK

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SCHEDULE A
INTELLECTUAL PROPERTY
VISKASE CORPORATION

TRADEMARK APPLICATIONS:

TRADEMARK	NATURE OF GOODS	REG. NO.	SERIAL NO. (PENDING)	REGISTRATION OR FILING DATE
FILMCO AND DESIGN	PLASTIC FILM FOR COMMERCIAL PACKAGING		74/421551	05AUG93
FILMCO THE CLEAR ADVANTAGE AND DESIGN FILMCO	PLASTIC FILM FOR COMMERCIAL PACKAGING PLASTIC FILM FOR COMMERCIAL PACKAGING		74/421403 74/087619	05AUG93 14AUG90
MISCELLANEOUS DESIGN	PLASTIC FILM FOR COMMERCIAL PACKAGING		74/421409	05AUG93
HEMOFLEX	PLASTIC FILM FOR STORING CRYOGENICALLY FROZEN BLOOD PLASMA		74/420517	03AUG93
POWER PATCH BAG	THERMOPLASTIC PACKAGING MATERIAL IN BAG FORM FOR USE IN THE FOOD INDUSTRY		74/319925	02OCT92
PERFRESH	PLASTIC FLOWER BULB BAGS; PLASTIC FILM (ROLLS) FOR INDUSTRIAL & COMMERCIAL		74/364367	02MAR93
REELSMOKE	PACKAGING FIBROUS REINFORCED CELLULOSIC FOOD CASINGS		74/403525	18JUN93
REELKASE	FIBROUS REINFORCED CELLULOSIC FOOD CASINGS		74/403524	18JUN93
NBP	HEAT SHRINKABLE, THERMOPLASTIC FILM (ROLLS) FOR INDUSTRIAL USE IN PACKAGING FOOD		74/327169	30OCT92
HBP	HEAT SHRINKABLE, THERMOPLASTIC FILM (ROLLS) FOR INDUSTRIAL USE IN PACKAGING FOOD		74/327102	30OCT92

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SCHEDULE B

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SCHEDULE C

LICENSES

NONE

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SCHEDULE D

PATENTS

TRADEMARK

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SCHEDULE D
INTELLECTUAL PROPERTY
VISKASE CORPORATION

U.S. PATENTS

PATENT NUMBER	SERIAL NO. (PENDING)	ISSUANCE OR FILING DATE	EXPIRATION DATE	SHORT DESCRIPTION OF PATENT
4070729		31JAN78	31JAN95	TWISTED CLOSURE FOR NOJAX CASING
4081096		28MAR78	28MAR95	METHOD OF LOADING FOOD PRODUCTS INTO SHRINK BAGS
4033382		05JUL77	05JUL94	SHIRRED FOOD CASING IN OVERWRAP
4015917		05APR77	05APR94	APPARATUS TO PUNCH WICKET HOLES IN PLASTIC BAGS
4084466		18APR78	18APR95	APPARATUS TO SEVER SHIRRED STICKS
4023329		17MAY77	17MAY94	POULTRY PACKAGING MACHINE
4015051		29MAR77	29MAR94	POLYETHYLENE SHRINK FILM WITH RESIN COATED SURFACE
4064776		27DEC77	27DEC94	APPARATUS TO PERFORATE CONNECTED BAGS
4285681		25AUG81	25AUG98	MACHINE FOR FOLDING BAGS
4110479		29AUG78	29AUG95	TREATING COLLAGEN WITH SODIUM ALGINATE
4154857		15MAY79	15MAY96	USE OF ANIONIC POLYSACCHARIDES TO DEWATER COLLAGEN
4061787		06DEC77	06DEC94	COLLAGEN WITH FATTY ACID CROSSLINKING AGENT
4003963		18JAN77	18JAN94	VINYL CHLORIDE BARRIER FILM COMPOSITION
4007761		15DEC77	15DEC94	CASING ARTICLE WITH IMPLANTED DISC
4044426		30AUG77	30AUG94	SHIRRED ARTICLE WITH IMPLANTED DISC
RE30390		02SEP80	30AUG94	SHIRRED ARTICLE WITH IMPLANTED DISC
4017941		20JUN78	20JUN95	COLLAGEN WITH PROPYLENE GLYCOL ALGINATE
4096282		19APR77	19APR94	SHUT-OFF FOR SHIRRED ARTICLE
4140046		20FEB79	20FEB96	TEMP. CONTROLLER FOR FILM CUTTING HOT KNIFE
4162557		31JUL79	31MAY94	PROCESS TO TURN FOOD CASING INSIDE OUT
4034441		12JUL77	12JUL94	SIZING DISC FOR FOOD CASING
RE3026		06MAY80	14JUL94	SIZING DISC FOR FOOD CASING
4028775		14JUN77	14JUN94	METHOD OF ASSEMBLING SHIRRED ARTICLE
4141487		27FEB79	27FEB96	COOK-IN DISPOSABLE FOOD PACKAGE
4026985		31MAY77	31MAY94	FIBROUS CASING WITH MOISTURE PROOF BARRIER COATING
4117171		26SEP78	26SEP95	COLLAGEN WITH ANTIBLOCKING AGENT
4077090		07MAR78	07MAR95	APPARATUS TO CONTROL DIAMETER OF STUFFED CASING
4164057		14AUG79	14AUG96	METHOD TO CONTROL DIAMETER OF STUFFED CASING
4867204		19SEP89	19SEP06	ANTIMYCOBIC NO-SOAK FIBROUS CASING
4131137		26DEC78	26DEC95	THERMOPLASTIC COATED CELLULOSE CASING

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SCHEDULE D
INTELLECTUAL PROPERTY
VISKASE CORPORATION

U.S. PATENTS

PATENT NUMBER	SERIAL NO. (PENDING)	ISSUANCE OR FILING DATE	EXPIRATION DATE	SHORT DESCRIPTION OF PATENT
4211596		08JUL80	08JUL97	METHOD OF MAKING THERMOPLASTIC COATED CELLULOSE CASING
4197983		15APR80	15APR97	CASING WITH LOOP ATTACHED TO CLOSED END
4044450		30AUG77	30AUG94	APPARATUS/METHOD FOR ATTACHED HANGER LOOP TO STUFFED CASING
4063481		20DEC77	20DEC94	ROTARY KNIFE TO CUT TAPE
4188350		12FEB80	12FEB97	ETHYLENE-PROPYLENE HEAT SHRINK POULTRY FILM
4329388		11MAY82	11MAY99	THREE LAYER HEAT SHRINK POULTRY FILM
4044425		30AUG77	30AUG94	STUFFING APPARATUS AND METHOD
4060648		29NOV77	29NOV94	COATING METHOD USING CHARGED PARTICLES
4085878		25APR78	25APR95	DISPENSER-CUTTER FOR ROLL OF FABRIC
4161968		24JUL79	24JUL96	SNACK JACK CASING
4207353		10JUN80	10JUN97	SNACK JACK CASING
4104408		01AUG78	01AUG95	ALKALINE NEUTRALIZED LIQUID SMOKE COMPOSITION
4133076		09JAN79	09JAN96	RECESSED SHUT-OFF FOR STUFFING HORN
4226003		07OCT80	07OCT97	METHOD OF STOPPING FLOW DURING STUFFING
4196240		01APR80	01APR97	ORIENTED SHRINK FILM FOR FROZEN POULTRY
4115594		19SEP78	19SEP95	COLLAGEN WITH POLYOXYETHYLENE SORBITAN ESTER
4219574		26AUG80	26AUG97	LIQUID SMOKE CASING WITH CARAMEL ANTIBLOCK
4207363		10JUN80	10JUN97	HEAT SHRINK FILM
4156749		29MAY79	29MAY96	POULTRY FILM HAVING PVC & EVA LAYERS
4176700		04DEC79	04DEC96	END CLOSURE FOR DRY SAUSAGE CASING
4162693		31JUL79	31JUL96	CASING ARTICLE FOR STUFFING INSIDE OUT
4171381		16OCT79	16OCT96	FOOD CASING WITH COATING OF ALBUMIN AND BURNT SUGAR TO IMPORT SMOKE COLOR
4160305		10JUL79	10JUL96	APPARATUS FOR INSERTING SIZING DISKS INTO CASING
4196220		01APR80	01APR97	FOOD CASING WITH COATING ALBUMIN AND SMOKE FLAVOR
4210981		08JUL80	08JUL97	ECTATING RING SHIRRING METHOD/APPARATUS
4278694		14JUL81	14JUL98	ALKALINE NEUTRALIZED LIQUID SMOKE COMPOSITION
4257146		24MAR81	24MAR98	METHOD TO SHUT-OFF STUFFING IF CASING BREAKS
4296142		20OCT81	20OCT98	APPARATUS TO SHUT-OFF STUFFING IF CASING BREAKS

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SCHEDULE D
INTELLECTUAL PROPERTY
VISKASE CORPORATION

U.S. PATENTS

PATENT NUMBER	SERIAL NO. (PENDING)	ISSUANCE OR FILING DATE	EXPIRATION DATE	SHORT DESCRIPTION OF PATENT
4174368		13NOV79	13NOV96	CAUSTIC TREATING OF CASING TO MAKE CURVED SAUSAGE
4293664		06OCT81	06OCT98	ELASTOMER-CONTAINING MONOLAYER PACKAGING FILM (POULTRY)
4409251		11OCT83	11OCT00	HIGH GLYCERINE ANTIMYCOTIC FOR FIBROUS CASING
4296156		20OCT81	20OCT81	POLYURETHANE FILM
4466465		21AUG84	21AUG01	SHIRMATIC 404 (FLAT-ENDED SAUSAGES)
4551884		12NOV85	12NOV02	SHIRMATIC 404 (FLAT-ENDED SAUSAGES)
4466984		21AUG84	21AUG01	SHIRMATIC 404 (FLAT-ENDED SAUSAGES)
4834993		30MAY89	30MAY02	METHOD FOR TREATMENT OF CASING WITH LIQUID SMOKE
4933217		12JUN90	01AUG95	CASINGS TREATED WITH AQUEOUS LIQUID SMOKE
4525397		25JUN85	01AUG95	LIQUID SMOKE TREATED CASINGS AND METHOD FOR MAKING
4518619		21MAY85	21MAY02	PREPARATION OF SMOKE TREATED, STUFFED FOOD CASINGS
4592918		03JUN86	12MAR02	TAR-DEPLETED LIQUID SMOKE COMPOSITION
4532141		30JUL85	30JUL02	METHOD FOR PREPARING A SMOKE COLORED FOOD PRODUCT
4505939		19MAR85	19MAR02	TAR-DEPLETED LIQUID SMOKE TREATED FOOD CASING
4470171		11SEP84	11SEP01	CASING-FILM COMBINED ARTICLE
4521938		11JUN85	11JUN02	EXPANDABLE SIZING DEVICE FOR CASING
4512059		23APR85	23APR02	EXPANDABLE SIZING DEVICE FOR CASING
4431033		14FEB84	14FEB01	TAR-DEPLETED SMOKE COLORED FOOD CASING
4609559		02SEP86	02SEP03	TAR-DEPLETED LIQUID SMOKE AND METHOD OF MAKING
4496595		29JAN85	29JAN02	METHOD FOR PRODUCING SMOKE COLORED FOODSTUFF
4596727		24JUN86	24JUN03	CASING WITH THREE COMPONENT EASY PEEL COMPOSITION
4431032		14FEB84	14FEB01	TAR-DEPLETED LIQUID SMOKE TREATED CASING
4504507		12MAR85	12MAR02	METHOD FOR MAKING A TAR-DEPLETED LIQUID SMOKE COMPOSITION
4504501		12MAR85	12MAR02	METHOD FOR PRODUCING SMOKE COLORED FOODSTUFF
4356218		26OCT82	26OCT99	LIQUID COATING APPARATUS AND METHOD
4348437		07SEP82	07SEP99	PUNCTURE RESISTANT POLYURETHANE-EVA SHRINK FILM
4467499		28AUG84	28AUG01	HAM STUFFING MACHINE (SHIRMATIC 405) WITH TILTING SIZING RING

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SCHEDULE D

INTELLECTUAL PROPERTY
VISKASE CORPORATION

U.S. PATENTS

PATENT NUMBER	SERIAL NO. (PENDING)	ISSUANCE OR FILING DATE	EXPIRATION DATE	SHORT DESCRIPTION OF PATENT
4550471		05NOV85	05AUG01	HAM STUFFING MACHINE (SHIRMATIC 405) WITH TILTING SIZING RING
4688298		25AUG87	25AUG04	CORED HIGH DENSITY CASING METHOD
5038832		13AUG91	13AUG08	CORED HIGH DENSITY CASING ARTICLE
4438545		27MAR84	27MAR01	STUFFING METHOD AND APPARATUS
4357376		02NOV82	02NOV99	3-LAYER RED MEAT PACKAGING FILM
4951715		28AUG90	28AUG07	CASING SUPPORTED ON TENSION SLEEVE
4649961		17MAR87	17MAR04	OPPOSITE HELIX TWISTING FOR NOJAX CASING (REVLEX SHIRRING)
4756057		12JUL88	12JUL05	OPPOSITE HELIX TWISTING FOR NOJAX CASING (REVLEX SHIRRING)
4377606		22MAR83	22MAR00	METHOD FOR MAKING LIQUID SMOKE IMPREGNATED FIBROUS CASING
4572098		25FEB86	25FEB03	APPARATUS FOR LIQUID SMOKE IMPREGNATION OF FIBROUS FOOD CASING
4377187		22MAR83	22MAR00	LIQUID SMOKE IMPREGNATED FIBROUS FOOD CASING
4515745		07MAY85	07MAY02	PROCESS FOR MAKING EXTRUDED FILM HAVING A MODIFIED EVA
4675364		23JUN87	23JUN04	EXTRUDABLE MIXTURE CONTAINING EVA
4437209		20MAR84	20MAR01	STUFFING METHOD
4452835		05JUN84	05JUN01	MULTILAYER FILM CONTAINING ACRYLONITRILE
4540613		10SEP85	10SEP02	TAR-DEPLETED CONCENTRATED LIQUID SMOKE COMPOSITIONS
4657765		14APR87	14APR04	METHOD FOR IMPARTING SMOKE COLOR AND FLAVOR TO FOOD
4717576		05JAN88	05JAN05	TAR-DEPLETED CONCENTRATED LIQUID SMOKE COMPOSITION AND METHOD OF MAKING
4439890		03APR84	03APR01	SHIRRED CASING ON A THIN WALL TUBE
4803757		14FEB89	14FEB06	DEVICE TO SIZE CASING FOR STUFFING
4519504		28MAY85	28MAY02	PACKET OF WICKETED BAGS
4541226		17SEP85	17SEP02	APPARATUS TO OPEN BAGS TO FACILITATE LOADING
4500576		19FEB85	19FEB02	INHIBITION OF BLACK SPOTS ON LIQUID SMOKE CASING
4511613		16APR85	16APR02	INHIBITION OF BLACK SPOTS ON LIQUID SMOKE CASING

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INTELLECTUAL PROPERTY
VISKASE CORPORATION

U.S. PATENTS

PATENT NUMBER	SERIAL NO. (PENDING)	ISSUANCE OR FILING DATE	EXPIRATION DATE	SHORT DESCRIPTION OF PATENT
4486939		11DEC84	11DEC01	METHOD/APP. TO ATTACH TUBULAR WEBS TO RIGID PLATE
4466463		21AUG84	21AUG01	CASING ARTICLE FOR MAKING FLAT ENDED SAUSAGES
4641687		10FEB87	10FEB04	CASING ARTICLE FOR MAKING FLAT ENDED SAUSAGES
4466466		21AUG84	21AUG01	CASING ARTICLE FOR MAKING FLAT ENDED SAUSAGES
4466464		21AUG84	21AUG02	CASING ARTICLE FOR MAKING FLAT ENDED SAUSAGES
4525895		02JUL85	02JUL02	MAGAZINE FOR MAKING STUFFED CASING PRODUCTS
4578842		01APR86	01APR03	DOUBLE ENDED COMPACTION METHOD/APP. FOR CASING
4690173		01SEP87	01SEP04	DOUBLE ENDED COMPACTION METHOD/APP. FOR CASING
4493130		15JAN85	15JAN02	CASING ON CORE WITH CAPTURED ENDS
4551370		05NOV85		
4606379		19AUG86	19AUG03	CASING ON CORE WITH DESHIRRING CONTROL FEATURE
4692966		15SEP87	15SEP04	METHOD OF CONTROLLING DESHIRRING OF CASING
4594251		10JUN86	10JUN03	PREPARATION OF TAR-DEPLETED LIQUID SMOKE TREATED CASING
4674153		23JUN87	23JUN04	METHOD FOR MAKING DEEP IMPLANTED END CLOSURE
4649602		17MAR87	17MAR04	CASING ARTICLE WITH CONICAL SIZING DISK
4627130		09DEC86	09DEC03	CORED CASING WITH ROTATABLY DRIVEN MEMBER
4737391		12APR88	12APR05	IRRADIATED MULTILAYER FILM FOR PRIMAL MEAT PACKAGING
4865780		12SEP89	12SEP06	PROCESS FOR MAKING IRRADIATED MULTILAYER FILM
4997690		05MAR91	05APR05	UNIFORMLY IRRADIATED MULTILAYER FILM AND PROCESS FOR MAKING
4863769		05SEP89	05SEP06	PUNCTURE RESISTANT FILMS CONTAINING VLDPE
4976898		11DEC90	11DEC07	PROCESS FOR MAKING HEAT SHRINKABLE VLDPE FILMS
5059481		22OCT91	05SEP06	BIAXIALLY STRETCHED, HEAT SHRINKABLE VLDPE FILMS
5256351		26OCT93	27MAR07	PROCESS FOR MAKING HEAT SHRINKABLE VLDPE FILMS
5256428		26OCT93	05SEP06	PACKAGED FOOD ENCLOSED BY SHRUNKEN VLDPE FILM
4621392		11NOV86	11NOV03	STUFFING APPARATUS FOR MAKING FLATTENED SAUSAGES
4658962		21APR87	21APR04	BOX WITH DISPENSER FOR TAPED BAGS
4731269		15MAR88	15MAR05	FLAT STOCK CASING WITH LOW POLYOL LEVEL
4748036		31MAY88	31MAY05	STUFFING METHOD USING CASING WITH LOW POLYOL

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INTELLECTUAL PROPERTY
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U.S. PATENTS

PATENT NUMBER	SERIAL NO. (PENDING)	ISSUANCE OR FILING DATE	EXPIRATION DATE	SHORT DESCRIPTION OF PATENT
4814034		21MAR89	21MAR07	FLAT STOCK CASING WITH LOW POLYOL CONTENT
D292888		24NOV87	24NOV01	DESIGN FOR BAG DISPENSING BOX
4714638		22DEC87	22DEC04	IRRADIATED MULTILAYER FILM
4892603		09JAN90	09JAN07	PROCESS FOR MAKING IRRADIATED MULTILAYER FILM
4688299		23AUG87	23AUG04	STUFFING METHOD USING SHIRRED CASING AND FILM
4734956		05APR88	05APR05	SHIRRED CASING WITH FILM LEADER
4828891		09MAY89	09MAY06	FOUR LAYER PUNCTURE RESISTANT FILM CONTAINING POLYURETHANE
4608730		02SEP86	02SEP03	NOSE PIECE WITH SIZING DISC SUPPORT
4740400		26APR88	26APR05	TINTED HEAT SHRINKABLE MULTILAYER FILM
4873748		17OCT89	17OCT06	SHIRRED STICK WITH BURNISHED ENDS
4693280		15SEP87	15SEP04	SHIRRED STICK CLOSURE FORMED WITH VACUUM ASSIST
4759100		26JUL88	26JUL05	METHOD OF MAKING END CLOSURE WITH VACUUM ASSIST
4818551		04APR89	04APR06	METHOD OF MAKING SHIRRED STICK WITH LIQUID SMOKE
4719667		19JAN88	19JAN05	CLAMP FOR STUFFING MACHINE
4683617		04AUG87	04AUG04	DISPOSABLE TENSION SLEEVE
4756914		12JUL88	12JUL05	CASING CONTAINING NONEXTRACTABLE CARAMEL
4778639		18OCT88	18OCT05	METHOD OF MAKING CARAMEL CONTAINING CASING
4781931		01NOV88	01NOV05	CASING CONTAINING NONEXTRACTABLE CARAMEL
4748720		07JUN88	07JUN05	HORNLESS STUFFING METHOD/APPARATUS
4734327		29MAR88	29MAR05	COOK-IN FILM WITH NYLON-EVOH BLEND
4857399		15AUG89	15AUG06	FOUR LAYER COOK-IN FILM WITH EVOH-AMIDE LAYER
4857408		15AUG89	15AUG06	IRRADIATED FOUR LAYER COOK-IN FILM WITH IONOMER LAYER
4758463		19JUL88	19JUL05	THREE LAYER COOK-IN FILM WITH EVOH-NYLON CORE LAYER
4736775		12APR88	12APR05	CASING SPLICE FOR PEELED CASING
4963419		16OCT90	16OCT07	HEAT SEALABLE MULTILAYER FILM WITH SILOXANE BONDS
4766645		30AUG88	30AUG05	METHOD/APP. FOR CONTROLLING STUFFED DIAMETER
4798751		17JAN89	17JAN06	MULTILAYER FILM WITH BLEND BARRIER LAYER
4874622		17OCT89	17OCT06	CASING WITH SPICED DERIVED ANTIMYCOTIC
4863784		05SEP89	05SEP06	MULTILAYER FILM CONTAINING VLDPE

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INTELLECTUAL PROPERTY
VISKASE CORPORATION

U. S. PATENTS

PATENT NUMBER	SERIAL NO. (PENDING)	ISSUANCE OR FILING DATE	EXPIRATION DATE	SHORT DESCRIPTION OF PATENT
4988465	29JAN91	29JAN08	29JAN08	MANUFACTURE OF MULTILAYER FILM HAVING VLDPE LAYERS
4771889	20SEP88	20SEP05	20SEP05	CARTON FOR DISPENSING CASING FROM A REEL
4911963	27MAR90	27MAR07	27MAR07	MULTILAYER FILM CONTAINING AMORPHOUS NYLON
5077109	31DEC91	27MAR07	27MAR07	ORIENTED MULTILAYER FILM AND PROCESS FOR MAKING SAME
4851290	25JUL89	25JUL06	25JUL06	IRRADIATED MULTILAYER FILM
4773127	27SEP88	27SEP05	27SEP05	SHIRING METHOD/APPARATUS
5055328	08OCT91	08OCT08	08OCT08	DIFFERENTIALLY CROSS-LINKED FILM
5053259	01OCT91	01OCT08	01OCT08	MULTILAYER FILM CONTAINING NYLON BLEND
4889751	26DEC89	26DEC06	26DEC06	PEELABLE, LIQUID SMOKE TREATED FIBROUS CASING
5030464	09JUL91	09JUL08	09JUL08	MANUFACTURE AND USE OF SMOKE TREATED FIBROUS CASING
4784863	15NOV88	15NOV05	15NOV05	MEAT PRODUCT PACKAGE HAVING STARCH PARTICLES
4915963	10APR90	15NOV05	15NOV05	METHOD FOR MAKING COOKED MEAT PRODUCT
5047253	10SEP91	10SEP08	10SEP08	MULTILAYER FILM HAVING STARCH PARTICLES
4837897	13JUN89	13JUN06	13JUN06	APPARATUS FOR CONTROLLING STUFFED DIAMETER
5084283	28JAN92	28JAN09	28JAN09	CASING WITH TRANSFERABLE CARAMEL INDICIA
4842022	27JUN89	27JUN06	27JUN06	FOOD CASING WITH ANISOTROPIC SPLICE
4812322	14MAR89	14MAR06	14MAR06	ROLLER CHUCK FOR STUFFING MACHINE
5032463	16JUL91	16JUL08	16JUL08	VERY LOW DENSITY POLYETHYLENE FILM FROM BLENDS
5108804	28APR92	28APR09	28APR09	CASING WITH ACID AND BUFFER FOR PORK SAUSAGES
5207608	04MAY93	04MAY10	04MAY10	PROCESS OF STUFFING FRESH PORK USING ACID BUFFERED CASING
5207609	04MAY93	04MAY10	04MAY10	RAW PORK CONTAINING PRODUCT IN ACID BUFFERED CASING
4885821	12DEC89	12DEC06	12DEC06	SEPARATING OF SHIRRED STICKS
4917924	17APR90	17APR07	17APR07	SUBSTRATE WITH TRANSFERABLE INDICIA OF LAKED DYE
5030486	09JUL91	09JUL08	09JUL08	PROCESSABLE FOOD PACKAGE WITH TRANSFERABLE INDICIA
5021252	04JUN91	04JUN08	04JUN08	METHOD OF MAKING INDICIA-CONTAINING FOOD ARTICLE
5049399	17SEP91	17SEP08	17SEP08	FOOD ARTICLE WITH INDICIA OF LAKED DYE
5027863	02JUL91	02JUL08	02JUL08	ARTICLE FOR MAKING FLAT ENDED SAUSAGES
5152712	06OCT92	05OCT09	05OCT09	ANTI SMEAR STUFFING APP/METHOD
4991260	12FEB91	12FEB08	12FEB08	THREE-HORN STUFFING APPARATUS

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U.S. PATENTS

PATENT NUMBER	SERIAL NO. (PENDING)	ISSUANCE OR FILING DATE	EXPIRATION DATE	SHORT DESCRIPTION OF PATENT
4914784		10APR90	10APR07	AUTOMATIC LOADER FOR SHIRRED CASING STICKS
4985260		15JAN91	15JAN08	CASING WITH TRANSFERABLE INDICIA OF CARAMEL
5085890		04FEB92	04FEB09	METHOD OF MAKING CASING WITH TRANSFERABLE INDICIA
5032416		16JUL91	16JUL08	METHOD OF MAKING INDICIA CONTAINING FOOD
5230933		27JUL93	27JUL10	ACID RESISTANT PEELABLE CASING
5062252		05NOV91	05NOV08	VACUUM PACKAGING MACHINE
5051266		24SEP91	24SEP08	MEAT-ADHERING FILM FOR PROCESSING MEAT
4970758		20NOV90	20NOV07	METHOD/APP FOR CONTROLLING SHAPE OF SAUSAGE ENDS
5087463		11FEB92	11FEB09	METHOD/APP FOR VOIDING MEAT FROM CASING ENDS
5003666		02APR91	02APR08	METHOD/APP FOR MAKING FLAT ENDED SAUSAGES
5256458		26OCT93	26OCT10	SHIRRED PLASTIC CASING WITH EXTERNAL NON-OIL LUBRICANT
4869362		26SEP89	26SEP06	PACKAGE WITH HEAT ACTIVATED SEAL
5120553		09JUN92	09JUN09	SHRINK BAG WITH INTEGRAL HANDLE
5230651		27JUL93	27JUL10	CASING SEVERING TO AVOID SHARDS
5145449		08SEP92	08SEP09	PERFORATING TO FACILITATE CASING SEPARATION
5173074		22DEC92	22DEC09	PERFORATING AND SHIRRING TO SEVER CASING
5149943		22SEP92	22SEP09	MOUNT FOR CURVED IMPULSE SEALING WIRE
5209043		11MAY93	11MAY10	VACUUM PACKAGING APP/METHOD USING SWINGING CLAMP
5238443		24AUG93	24AUG10	END CLOSURE FOR NOJAX CASING (T-CLOSURE)
5272016		21DEC93	21DEC10	HEAT SHRINKABLE MULTILAYER STRETCH FILM HAVING PLASTOMER-VLDPE BLEND
5277857		11JAN94	11JAN11	METHOD FOR FORMING CASING OF NONDERIVATIZED CELLULOSE

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INTELLECTUAL PROPERTY
VISKASE CORPORATION

U.S. PATENTS APPLICATIONS:

SERIAL NUMBER	FILING DATE	SHORT DESCRIPTION OF PATENT
610918	09NOV90	IRRADIATION OF THERMOPLASTIC FILM
685950	16APR91	AMORPHOUS NYLON COPOLYMER AND COPOLYAMIDE BLEND FILMS AND BLENDS
060783	12MAY93	HEAT SHRINKABLE ETHYLENIC TERPOLYMER FILM
060891	12MAY93	HEAT SHRINKABLE C ₃ C ₆ TERPOLYMER FILM
060785	12MAY93	HEAT SHRINKABLE TERPOLYMER FILM
051259	23APR93	ANTIMICROBIAL COMPOSITIONS
051260	23APR93	SURFACE TREATMENT OF FOODSTUFFS WITH ANTIMICROBIAL AGENT
051258	23APR93	FILM CONTAINING ANTIBACTERIAL AGENT AND METHOD OF TREATING A FOODSTUFF
419061	10OCT89	THERMOPLASTIC FILM INCORPORATING HIGH MELT INDEX RESINS
441685	NOT RECEIVED	PROCESSING AID FOR MULTILAYER FILM
966915	27OCT92	FILM WITH TRANSFERABLE MODIFIER
125265	23SEP93	METHOD FOR MAKING MODIFIER-TRANSFERABLE FILM
130538	01OCT93	TRANSFERABLE MODIFIER-PROCESSABLE FOOD PACKAGE
919399	29JUL92	DEODORIZED MULTILAYER FILM
898373	09JUN92	COLORLED CELLULOSIC CASING WITH CLEAR LONGITUDINAL PORTION
993441	21DEC92	PROCESS FOR MAKING SAUSAGES USING CASING WITH ADJACENT OPTICALLY DIFFERENT PORTIONS
076888	15JUN93	METHOD FOR MAKING PROCESSED FOOD USING ETHYLENE POLYMER FILM WITH EXTERNAL NON-OIL LUBRICANT
015751	10FEB93	CELLULOSIC ARTICLE CONTAINING AN OLEFINIC OXIDE POLYMER
018572	17FEB93	STRETCH/SHRINK FILM COVERED FOOD TRAY PACKAGE
855826	23MAR92	THREE COMPONENT BLEND FILM
872873	23APR92	IRRADIATED AND CORONA TREATED MEAT ADHERING FILM
859783	30MAR92	SPLICED SHRIRRED CASING
882730	14MAY92	SHRINK BAG PACKAGE WITH HANDLE OF DEFINED SHAPE
112524	27AUG93	APPARATUS FOR FORMING BAG PACKAGE WITH DEFINED HANDLE SHAPE

U.S. PATENTS APPLICATIONS:

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SERIAL NUMBER	FILING DATE	SHORT DESCRIPTION OF PATENT
898662	15JUN92	SHIRRED CUT LENGTH FIBROUS WITH HANGER
949228	23SEP92	HEAT SHRINKABLE NYLON FOOD CASING WITH FUNCTIONALIZED ETHYLENIC POLYMER CORE LAYER
948552	23SEP92	HEAT SHRINKABLE NYLON FOOD CASING WITH POLYOLEFIN CORE LAYER
979520	20NOV92	FILM PATCH BAG
921494	29JUL92	DESIGN OF SHRINK BAG WITH FORMED HANDLE
044569	09APR93	EVOH OXYGEN BARRIER FILM
030923	12MAR93	PACKAGING FOR NOJAX CASING
095465	23JUL93	METHOD/APPARATUS FOR FORMING SHRINK BAG HANDLE
124063	21SEP93	SELF-COLORING CASING CONTAINING A BIXIN MIXTURE
089914	12JUL93	HIGH SHRINK FUNCTURE RESISTANT FILM
112527	12JUL93	PACKAGING FOR NOJAX CASING
119604	27AUG93	METHOD/APPARATUS FOR HEAT SEALING LABEL TO FOOD PACKAGE
135647	13SEP93	APPARATUS FOR FORMING CASING OF NONDERIVATIZED CELLULOSE
	14OCT93	APPARATUS FOR FORMING CASING OF NONDERIVATIZED CELLULOSE

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SCHEDULE E
LITIGATION

NONE

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SCHEDULE F

ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL

AGREEMENT made this _____ day of _____,
19____, by _____ (the "Assignor") and
and between _____ (the "Assignor") and
Citicorp North America, Inc., as collateral agent (the
"Collateral Agent") for the benefit of itself and the
financial institutions party to the Credit Agreement
referred to below.

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W I T N E S S E T H:

WHEREAS, Assignor and the Collateral Agent are parties to the Credit Agreement, dated as of December 31, 1993 (said Agreement, as it hereafter may be amended or otherwise modified from time to time, being referred to as the "Credit Agreement"), and the Intellectual Property Security Agreement, dated December 31, 1993 (the "Security Agreement"), which provides that upon the occurrence of certain events specified therein Assignor and the Collateral Agent shall execute this Assignment; and

WHEREAS, the aforementioned events have occurred;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Incorporation. This Assignment is made pursuant to and subject to the terms of the Credit Agreement and the Security Agreement, each of which is deemed incorporated herein by this reference and shall constitute part of this Assignment as if fully set forth herein.

2. Assignment. Assignor hereby conveys, sells, assigns, transfers and sets over to the Collateral Agent all of Assignor's entire right, title and interest in and to the Intellectual Property Collateral (as defined in the Security Agreement).

3. Notices. All notices hereunder to the parties hereto shall be made in the manner and to the addresses specified in the Security Agreement.

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4. Further Instruments. The parties agree to promptly execute and deliver all further instruments necessary or desirable to carry out the purposes of this Agreement.

5. Schedules. The terms and conditions of the Schedules referred to herein are incorporated herein by this reference and shall constitute part of this Assignment as fully set forth herein.

6. Headings. The headings in this Assignment are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

[ASSIGNOR]

By _____
Title:

[AGENT]

By _____
Title:

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STATE OF)
) SS.:
COUNTY OF)

 On this _____ day of _____, 19__, before me
came _____, to me known to be an
officer of _____, the company described in and
which executed the above instrument, and duly acknowledged
that he executed the same.

NOTARY PUBLIC

REEL 1091 FRAME 409

TRADEMARK

STATE OF)
) SS.:
COUNTY OF)

 On this _____ day of _____, 19__, before me
came _____, to me known to be an officer of
_____, the company described in and which executed the
above instrument, and duly acknowledged that he executed the
same.

NOTARY PUBLIC

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated December 31, 1993, made by Sandusky Plastics, Inc., a Delaware corporation (the "Grantor"), having its principal place of business at 400 Broadway, Sandusky, Ohio 44870, in favor of Citicorp North America, Inc., as collateral agent (the "Collateral Agent") for the financial institutions party to the Credit Agreement referred to below.

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W I T N E S S E T H :

WHEREAS, Viskase S.A., as multicurrency borrower (the "Multicurrency Borrower"), and Envirodyne Industries, Inc. ("Envirodyne"), and certain of its subsidiaries, as domestic borrowers (collectively, the "Domestic Borrowers", and together with the Multicurrency Borrower, the "Borrowers"), have entered into a Credit Agreement, dated as of December 31, 1993, with the financial institutions party thereto and Citibank International PLC, as multicurrency administrative agent, Continental Bank N.A., as domestic administrative agent and managing agent, and Citicorp North America, Inc., as managing agent and collateral agent for said financial institutions (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement" and the terms defined therein and not otherwise defined herein being used herein having the meanings therein assigned); and

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WHEREAS, the Grantor has entered into a Guaranty Agreement, dated as of December 31, 1993 (the "Guaranty"), in favor of the Guaranteed Parties referred to therein; and

WHEREAS, it is a condition precedent to the making of the Loans and the issuance of the Letters of Credit that the Grantor shall have entered into this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and the Swing Loan Banks to make the Loans and enter into Other Instruments and the Issuers to issue the Letters of Credit, the Grantor hereby agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable

to both the singular and the plural forms of the terms defined):

"Agreement" means this Intellectual Property Security Agreement, as the same may from time to time be amended, modified or supplemented, and shall refer to this Intellectual Property Security Agreement as in effect on the date such reference becomes operative.

"Copyrights" means copyrights, registrations and applications therefor, and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof, and (iv) all other rights corresponding thereto throughout the world.

"Intellectual Property Collateral" has the meaning assigned to such term in Section 2 of this Agreement.

"Licenses" means license agreements in which the Grantor grants or receives a grant of any interest in Copyrights, Trademarks, Patents and Trade Secrets (all as defined herein) and other intellectual property and any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements or misappropriations thereof, and (iii) rights to sue for past, present and future violations or infringements thereof.

"Patents" means patents and patent applications along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iv) rights to sue for past, present and future infringements or misappropriations thereof, and (v) all other rights corresponding thereto throughout the world.

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"Secured Obligations" means all obligations of the Grantor under the Guaranty, the Obligations of the Grantor under the Credit Agreement and all obligations under this Agreement.

"Trademarks" means trademarks (including service marks and trade names, whether registered or at common law), registrations and applications therefor, and the entire product lines and goodwill of Grantor's business connected therewith and symbolized thereby, together with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof, and (iv) all other rights corresponding thereto throughout the world.

"Trade Secrets" means trade secrets, along with any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (ii) rights to sue for past, present and future infringements or misappropriations thereof, and (iii) all other rights corresponding thereto throughout the world.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. In order to secure the complete and due and punctual payment of all of the Secured Obligations, the Grantor hereby grants and conveys to the Collateral Agent on behalf and for the benefit of the Secured Parties as collateral security, a continuing security interest in all of the Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets, subject to the provisos set forth below in this Section 2 (all of which being hereinafter referred to as the "Intellectual Property Collateral"):

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(a) all Trademarks of the Grantor, including, without limitation, the Trademarks listed on Schedule A hereto;

(b) all Copyrights of the Grantor, including, without limitation, the Copyrights listed on Schedule B hereto;

(c) all Licenses of the Grantor, including, without limitation, the Licenses listed on Schedule C hereto;

(d) all Patents of the Grantor, including, without limitation, the Patents listed on Schedule D hereto;

(e) all Trade Secrets of the Grantor; and

(f) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks;

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Collateral Agent with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

3. Representations and Warranties. The Grantor represents and warrants that:

(a) The Trademarks, Copyrights, Licenses, Patents and Trade Secrets are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except which in the aggregate have no Material Adverse Effect;

(b) The Grantor has the full right, power and authority to enter into this Agreement and to grant all of the right, title and interest herein granted;

(c) The execution, delivery and performance by the Grantor of this Agreement do not and will not contravene any contractual restriction binding on or affecting the Grantor or any of its properties;

(d) This Agreement has been duly executed and delivered by the Grantor and is a legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms, except that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent

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conveyance, reorganization, moratorium and similar laws affecting the enforcement of creditor's rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(e) The Grantor has not previously assigned, transferred, conveyed or otherwise encumbered such right, title and interest, other than to GECC pursuant to the GECC License Agreement;

(f) The Grantor is the sole and exclusive owner of the Intellectual Property Collateral, all of which is free and clear of any Liens, other than to GECC pursuant to the GECC License Agreement and Permitted Liens, charges and encumbrances, and no other person or entity has any claim with respect to the Intellectual Property Collateral whatsoever;

(g) Schedules A, B, C and D attached hereto list all Trademarks, Copyrights, Licenses and Patents related to the Intellectual Property Collateral;

(h) The Grantor owns or licenses or otherwise has the right to use all material licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations and other intellectual property rights that are used in the operations of its business;

(i) To the best of the Grantor's knowledge, the Intellectual Property Collateral does not infringe any rights owned or possessed by any third party;

(j) There are no claims, judgments or settlements to be paid by the Grantor or pending claims or litigation relating to the Intellectual Property Collateral, except as set forth on Schedule B hereto;

(k) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as may have been filed by the Grantor in favor of the Collateral Agent for the benefit of

itself and the Secured Parties pursuant to this Agreement or such as relate to other Permitted Liens; and

(1) Assuming appropriate financing statements have been filed in the proper jurisdictions and appropriate filings have been made with the United States Patent and Trademark Office and the United States Copyright Office and any appropriate filing offices located in foreign countries, this Agreement is effective to create a valid and continuing first priority lien on and first priority security interest in the Intellectual Property Collateral in favor of the Collateral Agent for the benefit of itself and the Secured Parties.

TRADEMARK

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4. Rights and Remedies: Application of Monies.

(a) Upon the occurrence and during the continuation of an Event of Default, the Collateral Agent may to the fullest extent permitted by applicable law, without prior notice to Grantor, and without advertisement, hearing or process of law in any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral, and (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or granted a license or franchise to use, any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto (but subject, in each case, to the rights of others heretofore granted or created by Grantor in the ordinary course of business). Upon the occurrence and during the continuation of an Event of Default, the Collateral Agent may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash upon credit as the Collateral Agent may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions as the Collateral Agent shall determine. In connection therewith, the Collateral Agent shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Collateral Agent may deem to be necessary or appropriate to comply with any law, rule or regulation (Federal, state, local or that of a foreign country) having applicability to any such sale and requirements for any necessary governmental approvals.

REEL 839 FRAME 30

(b) It is expressly understood that, anything herein to the contrary notwithstanding, the Grantor shall remain liable under each of its Contracts (as such term is defined in the Security Agreement) and each of its Licensees to observe and perform all the conditions and obligations to be observed by it thereunder and the Grantor shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any Contract or License by reason of or arising out of this Agreement or the granting to the Collateral Agent and the Secured Parties of a security interest herein, nor shall the Collateral Agent or any Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Grantor under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) Except as provided in this Section 4, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Collateral Agent of any of its rights and remedies hereunder. The Collateral Agent shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 4, in the absence of gross negligence or willful misconduct.

(d) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the Secured Obligations, any Secured Obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such Secured Obligations.

(e) This Agreement is made to provide for and secure repayment of the Secured Obligations of the Grantor in the following order of priority indicated:

First, to the payment of the costs and expenses of such sale, transfer, assignment or other disposition, including, without limitation, all expenses and liabilities (including reasonable compensation to the agents of, and counsel to, the Collateral Agent and the Secured Parties) and advances made or incurred by the Collateral Agent and the Secured Parties in connection therewith or pursuant to Section 15 or 19 hereof;

Next, to the Secured Parties and the Collateral Agent, in accordance with the terms of Article 10 of the Credit Agreement, for the payment of the Secured Obligations; and

Finally, after payment of the Secured Obligations, to the payment to the Grantor, or its successors or assigns, or to whosoever may be lawfully entitled to receive the same, of any surplus then remaining from such proceeds.

(f) Upon the declaration of an Event of Default, the Grantor agrees that it will, at the request of the Collateral Agent, promptly (and in any event within three Business Days) deliver to the Collateral Agent or their designee an assignment of the Intellectual Property Collateral, duly executed by the Grantor, in substantially the form of Schedule F annexed hereto. Upon the occurrence and during the continuation of an Event of Default, the Grantor agrees that the Collateral Agent may duly execute such an assignment as Grantor's true and lawful attorney-in-fact pursuant to Section 16 hereof.

5. Security Interest Absolute. All rights of the Collateral Agent and the Secured Parties and security interests granted herein, and all obligations of the Grantor pursuant hereto, shall be absolute and unconditional irrespective of:

(a) the lack of validity or enforceability of any provisions in the Credit Agreement, the Notes or any other Loan Document or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, the Notes or any other Loan Document;

(c) any exchange, release or non-perfection of any Collateral other than the Intellectual Property Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor or a third-party grantor.

6. Termination of Security Interest. This Agreement, and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that the last Secured Obligations shall have been fully paid and satisfied and (b) the date as of which the last of the Commitments and any other obligations that any of the Secured Parties have under any of the Loan Documents or related documents and instruments have terminated, at which time the Collateral Agent (without recourse upon, or any warranty whatsoever by, the Collateral Agent) shall execute and deliver to Grantor, for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Collateral Agent's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Collateral Agent granted hereby as Grantor may reasonably request, all without recourse upon, or warranty whatsoever by, the Collateral Agent, except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of the Collateral Agent, and at the cost and expense of Grantor.

7. Use and Protection of Intellectual Property Collateral. (a) Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Collateral Agent shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of the Grantor to enable the Grantor to do so.

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REEL 639 FRAME 33

(b) In order to more fully protect the Intellectual Property Collateral in respect of which security interests have been granted to the Collateral Agent by the Grantor hereunder, the Grantor may hereafter transfer to the Collateral Agent such additional rights, privileges, marks and licenses as Grantor may in its discretion determine to be necessary and appropriate to the continuing exploitation, licensing, use, enjoyment and protection (whether in the United States of America or any foreign jurisdiction) of the Intellectual Property Collateral.

8. Duties of Grantor. The Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a Material Adverse Effect in a manner substantially consistent with its present practices. The Grantor shall take all action reasonably requested by the Collateral Agent to register, record and/or perfect the Collateral Agent's rights hereunder. Such duties shall include, but not be limited to, the following:

(a) The Grantor shall take appropriate action at its expense to halt the infringement of any of the Intellectual Property Collateral if such infringement would have a Material Adverse Effect on the value of the Intellectual Property Collateral or the Grantor's ability to use the Intellectual Property Collateral;

(b) The Grantor shall not amend, modify, terminate or waive any provisions of any other contract to which the Grantor is a party in any manner which might Materially Adversely Effect the Intellectual Property Collateral.

9. Payment of Taxes, Etc. (a) The Grantor will pay and discharge before the same shall become delinquent, all federal, state, local and other Charges (other than immaterial state, local and foreign tax charges) except where contested in good faith pursuant to Section 9(b).

(b) The Grantor may in good faith contest, by proper legal actions or proceedings, the validity or amount of any Charges or claims arising under Section 9(a), provided that at the time of commencement of any such action or proceeding, and during the pendency thereof (i) no Default or Event of Default shall have occurred, (ii) adequate reserves with respect thereto are maintained on the books of the Grantor in accordance with GAAP, (iii) none of

the assets of the Grantor would be subject to forfeiture or loss or any Lien by reasons of the institution or prosecution of such contest; (iv) if such contest is terminated or discontinued adversely to the Grantor, the Grantor will promptly pay or discharge such contested Charges and all additional charges, interest, penalties and expenses, if any, and will deliver to the Collateral Agent evidence acceptable to the Collateral Agent of such compliance, payment or discharge; and (v) the nonpayment or nondischarge thereof would not have a Material Adverse Effect.

TRADEMARK

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10. The Collateral Agent's Right to Sue. Whenever an Event of Default shall have occurred and be continuing, the Collateral Agent shall have the right, after notice to Envirodyne, but shall in no way be obligated, to bring suit in its own name to protect or enforce the Trademarks, Copyrights, Licenses, Patents and Trade Secrets, and, if the Collateral Agent shall commence any such suit, Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such protection or enforcement.

11. Maintenance of Records. The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Intellectual Property Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Intellectual Property Collateral and all other dealings with the Intellectual Property Collateral. At the Collateral Agent's request, the Grantor will mark its books and records pertaining to the Intellectual Property Collateral to evidence this Agreement and the security interests granted hereby. For the Collateral Agent's and the Secured Parties' further security, the Grantor agrees that the Collateral Agent and the Secured Parties shall have a special property interest in all of the Grantor's books and records pertaining to the Intellectual Property Collateral and, upon the occurrence and during the continuation of any Event of Default, at the request of the Collateral Agent the Grantor shall deliver and turn over any such books and records to the Collateral Agent or its representatives at any time on demand of the Collateral Agent. Prior to the occurrence of an Event of Default and upon reasonable notice from the Collateral Agent, the

REEL 6839 FRAME 35

Grantor shall permit any representative of the Collateral Agent to inspect such books and records as set forth in Section 12.

12. Right of Inspection. Upon reasonable notice to the Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), the Collateral Agent shall at all times have full and free access during normal business hours to all the books and records and correspondence of the Grantor, and the Collateral Agent or its representatives may examine the same, take abstracts therefrom and make photocopies thereof, and the Grantor agrees to render to the Collateral Agent at the Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

13. No Waiver; Cumulative Remedies. No failure on the part of the Collateral Agent to exercise, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Collateral Agent preclude other or further exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Collateral Agent whether at law, in equity or otherwise.

14. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telex, telecopy, or cable communication) and mailed, telegraphed, telexed, telecopied, cabled or delivered by hand, if to the Grantor, addressed to it at its address specified in the Credit Agreement, and if to the Collateral Agent, addressed to it at its address specified in the Credit Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed, telegraphed, telexed, telecopied, cabled or delivered, be effective when deposited in the mails, delivered to the telegraph company, confirmed by telex answerback, telecopied with confirmation or receipt, delivered to the cable company, or delivered by hand to the addressee or its agent, respectively.

15. Expenses of Collection. The Grantor hereby agrees to pay all expenses of the Collateral Agent, including reasonable attorneys' fees, incurred with respect

TRADEMARK

REEL 091 FRAME 21

REEL 6839 FRAME 136

to the collection of any of the Intellectual Property Collateral and the enforcement of the respective rights of the Collateral Agent and the Secured Parties hereunder (together with interest thereon from and after the date of payment of such expenses by the Collateral Agent in accordance with the rate then in effect for Loans under the Credit Agreement), which expenses together with interest thereon as aforesaid shall constitute Secured Obligations.

TRADEMARK

REEL 1091 FRAME 422

16. Collateral Agent Appointed Attorney-in-Fact. Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all Secured Obligations. The Collateral Agent agrees that until the occurrence and continuation of an Event of Default, they will forbear from exercising the power of attorney or any rights granted to the Collateral Agent pursuant to this Section 16.

REEL 839 FRAME 137

17. Governing Law; Binding Effect; Assignment. This agreement shall be governed by and construed in accordance with the law of the State of New York. This Agreement shall be binding upon Grantor and the Collateral Agent and their respective successors and assigns and shall inure to the benefit of Grantor and the Collateral Agent and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Collateral Agent. Except as provided in Section 2, no other Person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and each of their respective successors and assigns.

18. Further Indemnification. The Grantor agrees to pay, and save the Collateral Agent harmless from, any and all liabilities with respect to, or resulting from any delay

in paying (other than a delay caused by the gross negligence or willful misconduct of the Collateral Agent or any Lender), any and all excise, sales or other similar taxes which may be payable with respect to any of the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

19. Collateral Agent May Perform. If the Grantor fails to perform any agreement contained herein, the Collateral Agent may, but shall not be obligated to, themselves perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by the Grantor pursuant to Section 15 hereof or, if not so paid, shall become Secured Obligations.

20. New Intellectual Property. In the event, prior to the time the Secured Obligations have been paid in full, the Grantor shall (i) obtain any rights to or interests in any new inventions whether or not patentable, patents, patent applications or any reissue, divisions, continuations, renewals, extensions, or continuations-in-part of any patent or improvement of any patent, trademarks, trade names, service marks, and registrations or applications therefor, copyrights and registrations or applications therefor, or licenses, except for Excluded Licenses, or (ii) become entitled to the benefit of any patent, copyright or trademark, or any registrations or applications therefor, license, except for Excluded Licenses, license renewal, trade secret or copyright renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clause (i) or (ii) of this Section 20 shall constitute Intellectual Property Collateral. The Grantor agrees, promptly following the written request by the Collateral Agent, to amend this Agreement by amending any or all of Schedules A, B, C and D, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, service marks, copyrights and licenses which would be Intellectual Property Collateral, and to immediately prepare, execute and record with all appropriate foreign country, Federal, state and/or local offices and authorities a Security Agreement for any such new Intellectual Property Collateral, in form and substance similar to this Agreement, and to deliver to the Collateral Agent reasonable proof of such recordation.

TRADEMARK

REEL 1091 FRAME 23

REEL 6839 FRAME 38

21. Waiver of Jury Trial. The Grantor and the Collateral Agent hereby irrevocably waive to the fullest extent permitted by law any and all right to trial by jury of (a) any dispute arising under, out of or in connection with this agreement, or (b) any other disputes between the Grantor and any Secured Party or any Collateral Agent arising out of or in connection with such Secured Party's or Credit Agent's actions or status as either (x) a Lender to the Grantor under the Credit Agreement or (y) a beneficiary of the security interest granted hereby.

TRADEMARK

REEL 1091 FRAME 24

22. Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent and Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

23. Further Documentation. The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver such further instruments and documents, and take such further action, as may be necessary or desirable, or as the Collateral Agent may request, in order to perfect and protect any security interests granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce the rights and remedies pursuant hereto with respect to any of the Intellectual Property Collateral.

REEL 839 FRAME 39

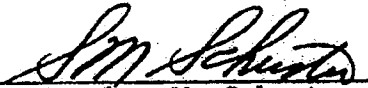
24. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

25. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not part of this Agreement.

26. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer, on the date first above written.

Sandusky Plastics, Inc.

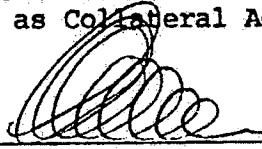
By: 
Name: Stephen M. Schuster
Title: Vice President

TRADEMARK

REEL 1091 FRAME 25

Accepted and Acknowledged:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 
Title: COLIN M. COHEN V.P.
CITICORP CHICAGO
(312) 533-3001

REEL 839 FRAME 40

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

On this 30th day of December, 1993, before me came Stephen M. Schuster, to me known to be an officer of Sandusky Plastics, Inc., the company described in and which executed the above instrument, and duly acknowledged that he executed the same.

TRADEMARK

REEL 1091 FRAME 26

Brian Mapp
NOTARY PUBLIC

BRIAN MAPP
NOTARY PUBLIC, State of New York
No. 41-4977784
Qualified in Queens County
Commission Expires February 11, 1995

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

On this 30th day of December, 1993, before me came Colin M. Cohen, to me known to be an officer of Citicorp N.A., Inc., the company described in and which executed the above instrument, and duly acknowledged that he executed the same.

Brian Mapp
NOTARY PUBLIC

BRIAN MAPP
NOTARY PUBLIC, State of New York
No. 41-4977784
Qualified in Queens County
Commission Expires February 11, 1995

REEL 6839 FRAME 141

TRADEMARK

REEL: 004186 FRAME: 0212

SCHEDULE A

TRADEMARKS

REEL 1091 FRAME 27
TRADEMARK

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SCHEDULE A

TRADEMARKS

TRADEMARK	NATURE OF GOODS	COUNTRY	REGISTRATION NUMBER	SERIAL NUMBER (PENDING ONLY)	REGISTRATION OR FILING DATE
Sandusky Plastics	Company Name and Logo	U.S.	1639776	-----	April 2, 1991
Security Plus	Tamper-Evident Package	U.S.	1583675	-----	February 20, 1990
Thank You for Shopping Our Deli	Embossed Deli Lid	U.S.	1569774	-----	December 5, 1989
Crystal Plus	Clear Package	U.S.	1801559	-----	October 26, 1993

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REEL 839 FRAME 43

SCHEDULE B

COPYRIGHTS

NONE

TRADEMARK

REEL 1091 FRAME 29

REEL 839 FRAME 14

SCHEDULE C

LICENSES

NONE

TRADEMARK

REEL 1091 FRAME 430

REEL 839 FRAME 145

SCHEDULE D

PATENTS

TRADEMARK

REEL 1091 FRAME 31

REEL 6839 FRAME 146

SCHEDULE D

PATENTS

PATENT NUMBER	SERIAL NUMBER (Pending Only)	COUNTRY	ISSUANCE OR FILING DATE	EXPIRATION DATE	SHORT DESCRIPTION OF PATENT
4,881,656	---	U.S.	November 21, 1989	November 20, 2006	Tamper-Evident Container Lid and Method of Making the Same
---	07/961,492	U.S.	October 16, 1992	-----	Faceted Container
D342447	---	U.S.	December 21, 1993	December 20, 2007	Injection Molded Container Design

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REEL 091 FRAME 32

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SCHEDULE E

LITIGATION

NONE

TRADEMARK

REEL 1091 FRAME 33

REEL 6839 FRAME 148

SCHEDULE F

ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL

AGREEMENT made this _____ day of _____,
19___, by _____
and between _____ (the "Assignor") and
Citicorp North America, Inc., as collateral agent (the
"Collateral Agent") for the benefit of itself and the
financial institutions party to the Credit Agreement
referred to below.

TRADEMARK

REEL 1091 FRAME 34

W I T N E S S E T H:

WHEREAS, Assignor and the Collateral Agent are parties to the Credit Agreement, dated as of December 31, 1993 (said Agreement, as it hereafter may be amended or otherwise modified from time to time, being referred to as the "Credit Agreement"), and the Intellectual Property Security Agreement, dated December 31, 1993 (the "Security Agreement"), which provides that upon the occurrence of certain events specified therein Assignor and the Collateral Agent shall execute this Assignment; and

WHEREAS, the aforementioned events have occurred;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Incorporation. This Assignment is made pursuant to and subject to the terms of the Credit Agreement and the Security Agreement, each of which is deemed incorporated herein by this reference and shall constitute part of this Assignment as if fully set forth herein.

2. Assignment. Assignor hereby conveys, sells, assigns, transfers and sets over to the Collateral Agent all of Assignor's entire right, title and interest in and to the Intellectual Property Collateral (as defined in the Security Agreement).

3. Notices. All notices hereunder to the parties hereto shall be made in the manner and to the addresses specified in the Security Agreement.

REEL 6839 FRAME 49

4. Further Instruments. The parties agree to promptly execute and deliver all further instruments necessary or desirable to carry out the purposes of this Agreement.

5. Schedules. The terms and conditions of the Schedules referred to herein are incorporated herein by this reference and shall constitute part of this Assignment as fully set forth herein.

6. Headings. The headings in this Assignment are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

[ASSIGNOR]

By _____
Title:

[AGENT]

By _____
Title:

TRADEMARK

REEL 1091 FRAME 35

REEL 839 FRAME 150

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated December 31, 1993, made by Clear Shield National, Inc., a California corporation (the "Grantor"), having its principal place of business at 1175 Wheeling Road, Wheeling, Illinois 60090, in favor of Citicorp North America, Inc., as collateral agent (the "Collateral Agent") for the financial institutions party to the Credit Agreement referred to below.

TRADEMARK

REEL 004186 FRAME 0222

W I T N E S S E T H :

WHEREAS, Viskase S.A., as multicurrency borrower (the "Multicurrency Borrower"), and Envirodyne Industries, Inc. ("Envirodyne"), and certain of its subsidiaries, as domestic borrowers (collectively, the "Domestic Borrowers", and together with the Multicurrency Borrower, the "Borrowers"), have entered into a Credit Agreement, dated as of December 31, 1993, with the financial institutions party thereto and Citibank International PLC, as multicurrency administrative agent, Continental Bank N.A., as domestic administrative agent and managing agent, and Citicorp North America, Inc., as managing agent and collateral agent for said financial institutions (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement" and the terms defined therein and not otherwise defined herein being used herein having the meanings therein assigned); and

REEL 004186 FRAME 0222

WHEREAS, the Grantor has entered into a Guaranty Agreement, dated as of December 31, 1993 (the "Guaranty"), in favor of the Guaranteed Parties referred to therein; and

WHEREAS, it is a condition precedent to the making of the Loans and the issuance of the Letters of Credit that the Grantor shall have entered into this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders and the Swing Loan Banks to make the Loans and enter into Other Instruments and the Issuers to issue the Letters of Credit, the Grantor hereby agrees as follows:

1. Defined Terms. The following terms have the following meanings (such meanings being equally applicable

to both the singular and the plural forms of the terms defined):

"Agreement" means this Intellectual Property Security Agreement, as the same may from time to time be amended, modified or supplemented, and shall refer to this Intellectual Property Security Agreement as in effect on the date such reference becomes operative.

"Copyrights" means copyrights, registrations and applications therefor, and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof, and (iv) all other rights corresponding thereto throughout the world.

"Intellectual Property Collateral" has the meaning assigned to such term in Section 2 of this Agreement.

"Licenses" means license agreements in which the Grantor grants or receives a grant of any interest in Copyrights, Trademarks, Patents and Trade Secrets (all as defined herein) and other intellectual property and any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future violations or infringements or misappropriations thereof, and (iii) rights to sue for past, present and future violations or infringements thereof.

"Patents" means patents and patent applications along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iv) rights to sue for past, present and future infringements or misappropriations thereof, and (v) all other rights corresponding thereto throughout the world.

"Secured Obligations" means all obligations of the Grantor under the Guaranty, the Obligations of the Grantor under the Credit Agreement and all obligations under this Agreement.

"Trademarks" means trademarks (including service marks and trade names, whether registered or at common law), registrations and applications therefor, and the entire product lines and goodwill of Grantor's business connected therewith and symbolized thereby, together with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof, and (iv) all other rights corresponding thereto throughout the world.

"Trade Secrets" means trade secrets, along with any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof, (ii) rights to sue for past, present and future infringements or misappropriations thereof, and (iii) all other rights corresponding thereto throughout the world.

The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. In order to secure the complete and due and punctual payment of all of the Secured Obligations, the Grantor hereby grants and conveys to the Collateral Agent on behalf and for the benefit of the Secured Parties as collateral security, a continuing security interest in all of the Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets, subject to the provisos set forth below in this Section 2 (all of which being hereinafter referred to as the "Intellectual Property Collateral"):

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(a) all Trademarks of the Grantor, including, without limitation, the Trademarks listed on Schedule A hereto;

(b) all Copyrights of the Grantor, including, without limitation, the Copyrights listed on Schedule B hereto;

(c) all Licenses of the Grantor, including, without limitation, the Licenses listed on Schedule C hereto;

(d) all Patents of the Grantor, including, without limitation, the Patents listed on Schedule D hereto;

(e) all Trade Secrets of the Grantor; and

(f) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks;

provided, however, that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Collateral Agent with respect to any Intellectual Property Collateral to the extent prohibited by applicable law.

3. Representations and Warranties. The Grantor represents and warrants that:

(a) The Trademarks, Copyrights, Licenses, Patents and Trade Secrets are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, except which in the aggregate have no Material Adverse Effect;

(b) The Grantor has the full right, power and authority to enter into this Agreement and to grant all of the right, title and interest herein granted;

(c) The execution, delivery and performance by the Grantor of this Agreement do not and will not contravene any contractual restriction binding on or affecting the Grantor or any of its properties;

(d) This Agreement has been duly executed and delivered by the Grantor and is a legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms, except that enforceability may be limited by applicable bankruptcy, insolvency, fraudulent

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conveyance, reorganization, moratorium and similar laws affecting the enforcement of creditor's rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(e) The Grantor has not previously assigned, transferred, conveyed or otherwise encumbered such right, title and interest, other than to GECC pursuant to the GECC License Agreement;

(f) The Grantor is the sole and exclusive owner of the Intellectual Property Collateral, all of which is free and clear of any Liens, other than to GECC pursuant to the GECC License Agreement and Permitted Liens, charges and encumbrances, and no other person or entity has any claim with respect to the Intellectual Property Collateral whatsoever;

(g) Schedules A, B, C and D attached hereto list all Trademarks, Copyrights, Licenses and Patents related to the Intellectual Property Collateral;

(h) The Grantor owns or licenses or otherwise has the right to use all material licenses, permits, patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, copyright applications, franchises, authorizations and other intellectual property rights that are used in the operations of its business;

(i) To the best of the Grantor's knowledge, the Intellectual Property Collateral does not infringe any rights owned or possessed by any third party;

(j) There are no claims, judgments or settlements to be paid by the Grantor or pending claims or litigation relating to the Intellectual Property Collateral, except as set forth on Schedule E hereto;

(k) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as may have been filed by the Grantor in favor of the Collateral Agent for the benefit of

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itself and the Secured Parties pursuant to this Agreement or such as relate to other Permitted Liens; and

(1) Assuming appropriate financing statements have been filed in the proper jurisdictions and appropriate filings have been made with the United States Patent and Trademark Office and the United States Copyright Office and any appropriate filing offices located in foreign countries, this Agreement is effective to create a valid and continuing first priority lien on and first priority security interest in the Intellectual Property Collateral in favor of the Collateral Agent for the benefit of itself and the Secured Parties.

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4. Rights and Remedies; Application of Monies.

(a) Upon the occurrence and during the continuation of an Event of Default, the Collateral Agent may to the fullest extent permitted by applicable law, without prior notice to Grantor, and without advertisement, hearing or process of law in any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including, without limitation, any and all consensual rights and powers with respect to the Intellectual Property Collateral, and (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or granted a license or franchise to use, any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto (but subject, in each case, to the rights of others heretofore granted or created by Grantor in the ordinary course of business). Upon the occurrence and during the continuation of an Event of Default, the Collateral Agent may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash upon credit as the Collateral Agent may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions as the Collateral Agent shall determine. In connection therewith, the Collateral Agent shall have the right to impose such limitations and restrictions on the sale or assignment of the Intellectual Property Collateral as the Collateral Agent may deem to be necessary or appropriate to comply with any law, rule or regulation (Federal, state, local or that of a foreign country) having applicability to any such sale and requirements for any necessary governmental approvals.

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(b) It is expressly understood that, anything herein to the contrary notwithstanding, the Grantor shall remain liable under each of its Contracts (as such term is defined in the Security Agreement) and each of its Licenses to observe and perform all the conditions and obligations to be observed by it thereunder and the Grantor shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any Contract or License by reason of or arising out of this Agreement or the granting to the Collateral Agent and the Secured Parties of a security interest herein, nor shall the Collateral Agent or any Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Grantor under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) Except as provided in this Section 4, Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Collateral Agent of any of its rights and remedies hereunder. The Collateral Agent shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 4, in the absence of gross negligence or willful misconduct.

(d) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to the Secured Obligations, any Secured Obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such Secured Obligations.

(e) This Agreement is made to provide for and secure repayment of the Secured Obligations of the Grantor in the following order of priority indicated:

First, to the payment of the costs and expenses of such sale, transfer, assignment or other disposition, including, without limitation, all expenses and liabilities (including reasonable compensation to the agents of, and counsel to, the Collateral Agent and the Secured Parties) and advances made or incurred by the Collateral Agent and the Secured Parties in connection therewith or pursuant to Section 15 or 19 hereof;

Next, to the Secured Parties and the Collateral Agent, in accordance with the terms of Article 10 of the Credit Agreement, for the payment of the Secured Obligations; and

Finally, after payment of the Secured Obligations, to the payment to the Grantor, or its successors or assigns, or to whosoever may be lawfully entitled to receive the same, of any surplus then remaining from such proceeds.

(f) Upon the declaration of an Event of Default, the Grantor agrees that it will, at the request of the Collateral Agent, promptly (and in any event within three Business Days) deliver to the Collateral Agent or their designee an assignment of the Intellectual Property Collateral, duly executed by the Grantor, in substantially the form of Schedule F annexed hereto. Upon the occurrence and during the continuation of an Event of Default, the Grantor agrees that the Collateral Agent may duly execute such an assignment as Grantor's true and lawful attorney-in-fact pursuant to Section 16 hereof.

5. Security Interest Absolute. All rights of the Collateral Agent and the Secured Parties and security interests granted herein, and all obligations of the Grantor pursuant hereto, shall be absolute and unconditional irrespective of:

(a) the lack of validity or enforceability of any provisions in the Credit Agreement, the Notes or any other Loan Document or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, the Notes or any other Loan Document;

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(c) any exchange, release or non-perfection of any Collateral other than the Intellectual Property Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor or a third-party grantor.

6. Termination of Security Interest. This Agreement, and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that the last Secured Obligations shall have been fully paid and satisfied and (b) the date as of which the last of the Commitments and any other obligations that any of the Secured Parties have under any of the Loan Documents or related documents and instruments have terminated, at which time the Collateral Agent (without recourse upon, or any warranty whatsoever by, the Collateral Agent) shall execute and deliver to Grantor, for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Collateral Agent's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate any security interest of the Collateral Agent granted hereby as Grantor may reasonably request, all without recourse upon, or warranty whatsoever by, the Collateral Agent, except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of the Collateral Agent, and at the cost and expense of Grantor.

7. Use and Protection of Intellectual Property Collateral. (a) Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Collateral Agent shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of the Grantor to enable the Grantor to do so.

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(b) In order to more fully protect the Intellectual Property Collateral in respect of which security interests have been granted to the Collateral Agent by the Grantor hereunder, the Grantor may hereafter transfer to the Collateral Agent such additional rights, privileges, marks and licenses as Grantor may in its discretion determine to be necessary and appropriate to the continuing exploitation, licensing, use, enjoyment and protection (whether in the United States of America or any foreign jurisdiction) of the Intellectual Property Collateral.

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8. Duties of Grantor. The Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a Material Adverse Effect in a manner substantially consistent with its present practices. The Grantor shall take all action reasonably requested by the Collateral Agent to register, record and/or perfect the Collateral Agent's rights hereunder. Such duties shall include, but not be limited to, the following:

(a) The Grantor shall take appropriate action at its expense to halt the infringement of any of the Intellectual Property Collateral if such infringement would have a Material Adverse Effect on the value of the Intellectual Property Collateral or the Grantor's ability to use the Intellectual Property Collateral;

(b) The Grantor shall not amend, modify, terminate or waive any provisions of any other contract to which the Grantor is a party in any manner which might Materially Adversely Effect the Intellectual Property Collateral.

9. Payment of Taxes, Etc. (a) The Grantor will pay and discharge before the same shall become delinquent, all federal, state, local and other Charges (other than immaterial state, local and foreign tax charges) except where contested in good faith pursuant to Section 9(b).

(b) The Grantor may in good faith contest, by proper legal actions or proceedings, the validity or amount of any Charges or claims arising under Section 9(a), provided that at the time of commencement of any such action or proceeding, and during the pendency thereof (i) no Default or Event of Default shall have occurred, (ii) adequate reserves with respect thereto are maintained on the books of the Grantor in accordance with GAAP, (iii) none of

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the assets of the Grantor would be subject to forfeiture or loss or any Lien by reasons of the institution or prosecution of such contest; (iv) if such contest is terminated or discontinued adversely to the Grantor, the Grantor will promptly pay or discharge such contested Charges and all additional charges, interest, penalties and expenses, if any, and will deliver to the Collateral Agent evidence acceptable to the Collateral Agent of such compliance, payment or discharge; and (v) the nonpayment or nondischarge thereof would not have a Material Adverse Effect.

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10. The Collateral Agent's Right to Sue. Whenever an Event of Default shall have occurred and be continuing, the Collateral Agent shall have the right, after notice to Envirodyne, but shall in no way be obligated, to bring suit in its own name to protect or enforce the Trademarks, Copyrights, Licenses, Patents and Trade Secrets, and, if the Collateral Agent shall commence any such suit, Grantor shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such protection or enforcement.

11. Maintenance of Records. The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Intellectual Property Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Intellectual Property Collateral and all other dealings with the Intellectual Property Collateral. At the Collateral Agent's request, the Grantor will mark its books and records pertaining to the Intellectual Property Collateral to evidence this Agreement and the security interests granted hereby. For the Collateral Agent's and the Secured Parties' further security, the Grantor agrees that the Collateral Agent and the Secured Parties shall have a special property interest in all of the Grantor's books and records pertaining to the Intellectual Property Collateral and, upon the occurrence and during the continuation of any Event of Default, at the request of the Collateral Agent the Grantor shall deliver and turn over any such books and records to the Collateral Agent or its representatives at any time on demand of the Collateral Agent. Prior to the occurrence of an Event of Default and upon reasonable notice from the Collateral Agent, the

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Grantor shall permit any representative of the Collateral Agent to inspect such books and records as set forth in Section 12.

12. Right of Inspection. Upon reasonable notice to the Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), the Collateral Agent shall at all times have full and free access during normal business hours to all the books and records and correspondence of the Grantor, and the Collateral Agent or its representatives may examine the same, take abstracts therefrom and make photocopies thereof, and the Grantor agrees to render to the Collateral Agent at the Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

13. No Waiver; Cumulative Remedies. No failure on the part of the Collateral Agent to exercise, and no delay on the part of the Collateral Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Collateral Agent preclude other or further exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Collateral Agent whether at law, in equity or otherwise.

14. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telex, telecopy, or cable communication) and mailed, telegraphed, telexed, telecopied, cabled or delivered by hand, if to the Grantor, addressed to it at its address specified in the Credit Agreement, and if to the Collateral Agent, addressed to it at its address specified in the Credit Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed, telegraphed, telexed, telecopied, cabled or delivered, be effective when deposited in the mails, delivered to the telegraph company, confirmed by telex answerback, telecopied with confirmation or receipt, delivered to the cable company, or delivered by hand to the addressee or its agent, respectively.

15. Expenses of Collection. The Grantor hereby agrees to pay all expenses of the Collateral Agent, including reasonable attorneys' fees, incurred with respect

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to the collection of any of the Intellectual Property Collateral and the enforcement of the respective rights of the Collateral Agent and the Secured Parties hereunder (together with interest thereon from and after the date of payment of such expenses by the Collateral Agent in accordance with the rate then in effect for Loans under the Credit Agreement), which expenses together with interest thereon as aforesaid shall constitute Secured Obligations.

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16. Collateral Agent Appointed Attorney-in-Fact. Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer or agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all Secured Obligations. The Collateral Agent agrees that until the occurrence and continuation of an Event of Default, they will forbear from exercising the power of attorney or any rights granted to the Collateral Agent pursuant to this Section 16.

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17. Governing Law; Binding Effect; Assignment. This agreement shall be governed by and construed in accordance with the law of the State of New York. This Agreement shall be binding upon Grantor and the Collateral Agent and their respective successors and assigns and shall inure to the benefit of Grantor and the Collateral Agent and their respective successors and assigns; provided, however, that Grantor may not assign its rights or obligations hereunder or in connection herewith or any interest herein (voluntarily, by operation of law or otherwise) without the prior written consent of the Collateral Agent. Except as provided in Section 2, no other Person (including, without limitation, any other creditor of Grantor) shall have any interest herein or any right or benefit with respect hereto and this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and each of their respective successors and assigns.

18. Further Indemnification. The Grantor agrees to pay, and save the Collateral Agent harmless from, any and all liabilities with respect to, or resulting from any delay

in paying (other than a delay caused by the gross negligence or willful misconduct of the Collateral Agent or any Lender), any and all excise, sales or other similar taxes which may be payable with respect to any of the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

19. Collateral Agent May Perform. If the Grantor fails to perform any agreement contained herein, the Collateral Agent may, but shall not be obligated to, themselves perform, or cause performance of, such agreement, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by the Grantor pursuant to Section 15 hereof or, if not so paid, shall become Secured Obligations.

20. New Intellectual Property. In the event, prior to the time the Secured Obligations have been paid in full, the Grantor shall (i) obtain any rights to or interests in any new inventions whether or not patentable, patents, patent applications or any reissue, divisions, continuations, renewals, extensions, or continuations-in-part of any patent or improvement of any patent, trademarks, trade names, service marks, and registrations or applications therefor, copyrights and registrations or applications therefor, or licenses, except for Excluded Licenses, or (ii) become entitled to the benefit of any patent, copyright or trademark, or any registrations or applications therefor, license, except for Excluded Licenses, license renewal, trade secret or copyright renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clause (i) or (ii) of this Section 20 shall constitute Intellectual Property Collateral. The Grantor agrees, promptly following the written request by the Collateral Agent, to amend this Agreement by amending any or all of Schedules A, B, C and D, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, service marks, copyrights and licenses which would be Intellectual Property Collateral, and to immediately prepare, execute and record with all appropriate foreign country, Federal, state and/or local offices and authorities a Security Agreement for any such new Intellectual Property Collateral, in form and substance similar to this Agreement, and to deliver to the Collateral Agent reasonable proof of such recordation.

21. Waiver of Jury Trial. The Grantor and the Collateral Agent hereby irrevocably waive to the fullest extent permitted by law any and all right to trial by jury of (a) any dispute arising under, out of or in connection with this agreement, or (b) any other disputes between the Grantor and any Secured Party or any Collateral Agent arising out of or in connection with such Secured Party's or Credit Agent's actions or status as either (x) a Lender to the Grantor under the Credit Agreement or (y) a beneficiary of the security interest granted hereby.

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22. Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent and Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

23. Further Documentation. The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver such further instruments and documents, and take such further action, as may be necessary or desirable, or as the Collateral Agent may request, in order to perfect and protect any security interests granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce the rights and remedies pursuant hereto with respect to any of the Intellectual Property Collateral.

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24. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

25. Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not part of this Agreement.

26. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer, on the date first above written.

Clear Shield National, Inc.

TRADEMARK

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By: *SM Schuster*
Name: Stephen M. Schuster
Title: Vice President

Accepted and Acknowledged:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: *[Signature]*
Title:

COLIN M. DOMENY
CITICORP NORTH AMERICA, INC.
(312) 233-1111

REEL 6839 FRAME 67

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

On this 30th day of December, 1993, before me came Stephen M. Schuster, to me known to be an officer of Clear Shield National, Inc., the company described in and which executed the above instrument, and duly acknowledged that he executed the same.

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Brian Mapp

NOTARY PUBLIC

BRIAN MAPP
NOTARY PUBLIC, State of New York
No. 41-4977784
Qualified in Queens County
Commission Expires February 11, 1995

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

On this 30th day of December, 1993, before me came Colin M. Cohen, to me known to be an officer of Citicorp N.A. Inc., the company described in and which executed the above instrument, and duly acknowledged that he executed the same.

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Brian Mapp

NOTARY PUBLIC

BRIAN MAPP
NOTARY PUBLIC, State of New York
No. 41-4977784
Qualified in Queens County
Commission Expires February 11, 1995

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REEL: 004186 FRAME: 0238

SCHEDULE A

TRADEMARKS

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SCHEDULE A
INTELLECTUAL PROPERTY
CLEAR SHIELD NATIONAL, INC.

TRADEMARK	NATURE OF GOODS	COUNTRY	REGISTRATION NUMBER	SERIAL NUMBER (PENDING ONLY)	REGISTRATION OR FILING DATE
CARNIVAL	DRINKING STRAWS	U.S.	775,111	-----	AUGUST 11, 1964
CLOWN SYMBOL	DRINKING STRAWS	U.S.	817115	-----	OCTOBER 18, 1966
NOISY BENDERS	DRINKING STRAWS	U.S.	903,987	-----	DECEMBER 8, 1970
COFY STIRS	DRINKING STRAWS	U.S.	941,395	-----	AUGUST 22, 1972
FOOT LONG	DRINKING STRAWS	U.S.	1,105,357	-----	OCTOBER 31, 1978
CARNIVAL	CUTLERY	U.S.	1,201,810	-----	JULY 20, 1982
ELBO	DRINKING STRAWS	U.S.	775,110	-----	AUGUST 11, 1984
MENU KIT	HOSPITAL KITS	U.S.	1,354,543	-----	AUGUST 13, 1985
CLEAR SHIELD	WORDMARK	U.S.	1,357,064	-----	AUGUST 27, 1985
CLEAR SHIELD SYMBOL	CLEAR SHIELD TRADEMARK	U.S.	1,358,304	-----	SEPTEMBER 3, 1985
SUPRA	DRINKING STRAWS	U.S.	831,187	-----	JUNE 22, 1987
CREST DESIGN	CUTLERY	U.S.	1,494,841	-----	JULY 5, 1988
SHIELD DESIGN	CUTLERY	U.S.	1,496,564	-----	JULY 19, 1988

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SCHEDULE B

COPYRIGHTS

NONE

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REEL 1091 FRAME 57

REEL 839 FRAME 172

TRADEMARK

SCHEDULE C

LICENSES

NONE

SCHEDULE D

PATENTS

NONE

TRACEMARK

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SCHEDULE E
LITIGATION

NONE

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TRADEMARK

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SCHEDULE F

ASSIGNMENT OF INTELLECTUAL PROPERTY COLLATERAL

TRADEMARK

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AGREEMENT made this _____ day of _____, 19____, by _____ and between _____ (the "Assignor") and Citicorp North America, Inc., as collateral agent (the "Collateral Agent") for the benefit of itself and the financial institutions party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Assignor and the Collateral Agent are parties to the Credit Agreement, dated as of December 31, 1993 (said Agreement, as it hereafter may be amended or otherwise modified from time to time, being referred to as the "Credit Agreement"), and the Intellectual Property Security Agreement, dated December 31, 1993 (the "Security Agreement"), which provides that upon the occurrence of certain events specified therein Assignor and the Collateral Agent shall execute this Assignment; and

WHEREAS, the aforementioned events have occurred;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Incorporation. This Assignment is made pursuant to and subject to the terms of the Credit Agreement and the Security Agreement, each of which is deemed incorporated herein by this reference and shall constitute part of this Assignment as if fully set forth herein.

2. Assignment. Assignor hereby conveys, sells, assigns, transfers and sets over to the Collateral Agent all of Assignor's entire right, title and interest in and to the Intellectual Property Collateral (as defined in the Security Agreement).

3. Notices. All notices hereunder to the parties hereto shall be made in the manner and to the addresses specified in the Security Agreement.

REEL 839 FRAME 175

4. Further Instruments. The parties agree to promptly execute and deliver all further instruments necessary or desirable to carry out the purposes of this Agreement.

5. Schedules. The terms and conditions of the Schedules referred to herein are incorporated herein by reference and shall constitute part of this Assignment as fully set forth herein.

6. Headings. The headings in this Assignment are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

[ASSIGNOR]

By _____
Title:

[AGENT]

By _____
Title:

TRADE
MARK

REEL 1091 FRAME 61

REEL 839 FRAME 76

STATE OF)
COUNTY OF) ss.:

On this ____ day of _____, 19__, before me
came _____, to me known to be an
officer of _____, the company described in and
which executed the above instrument, and duly acknowledged
that he executed the same.

NOTARY PUBLIC

STATE OF)
COUNTY OF) ss.:

On this ____ day of _____, 19__, before me
came _____, to me known to be an officer of
_____, the company described in and which executed the
above instrument, and duly acknowledged that he executed the
same.

NOTARY PUBLIC

TRADEMARK

REEL 1091 FRAME 62

REEL 839 FRAME 177