

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exopack Performance Films Inc.		11/28/2007	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company		
Street Address:	123 Front Street W.		
Internal Address:	Suite 1400		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 2M2		
Entity Type:	Unlimited Liability Corporation: NOVA SCOTIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0963900	DARTEK	
CORRESPONDENCE DATA			
Fax Number:	(212)556-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128274346		
Email:	msosa@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	Marelys Sosa		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	09631.015009		
NAME OF SUBMITTER:	Marelys Sosa		
Signature:	/MarelysSosa/		

CH \$40.00 0963900

Date:

12/18/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 29, 2007, by EXOPACK PERFORMANCE FILMS INC., an Ontario corporation ("Grantor"), in favor of GE Canada Finance Holding Company, a Nova Scotia unlimited liability company, in its capacity as agent (in such capacity, "Canadian Agent") for itself, and the Canadian Lenders from time to time signatory to the Credit Agreement hereinafter defined.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of October 31, 2007 by and among Grantor, Exopack, LLC, a Delaware limited liability company ("Exopack" and together with Cello Foil Products Inc., a Michigan corporation, each, individually, a "US Borrower" and, collectively and jointly and severally, the "US Borrowers"), and Exopack-Newmarket, Ltd., an Ontario corporation ("Exopack Canada" and, collectively and jointly and severally, the "Canadian Borrowers", and together with the US Borrowers, each individually a "Borrower" and collectively (but not jointly and severally) the "Borrowers"), the Persons named therein as Credit Parties, US Agent, Canadian Agent and the Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, US Agent, Canadian Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Canadian Agent, for itself, and the ratable benefit of Canadian Lenders, that certain Joinder Agreement dated as of October 31, 2007 (the "Joinder Agreement") under which the Grantor, among other things, joined as party to the Canadian Security Agreement referred to therein;

WHEREAS, Grantor is required to execute and deliver to Canadian Agent, for itself, and the ratable benefit of Canadian Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Canadian Agent, on behalf of itself and Canadian Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Canadian Agent, on behalf of itself and Canadian Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

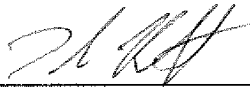
4. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[signature page follows]

EXECUTION COPY

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXOPACK PERFORMANCE FILMS INC.

By: 
Name: Jack Knott
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: _____
Name: _____
Title: _____

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003680 FRAME: 0980

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXOPACK PERFORMANCE FILMS INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By:  _____
Name: _____
Title: **COLIN WOODYARD**
DULY AUTHORIZED SIGNATORY

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

(a) Registered Trade-Marks

Trade-mark	Country	Registration Number	Wares/Services/Classes	Next Renewal Due
DARTEK®				
	Australia	252590	Packaging materials in Class 16	October 7, 2016
	Canada	TMA174747	Nylon film	February 26, 2016
	Germany	2092151	Classes 16 and 17	April 30, 2012
	Italy	638283	Classes 16 and 17	April 27, 2012
	Japan	3125722	Film for household use in packaging foods and plastic film for wrapping in Class 16	March 29, 2016
	Japan	3087495	Film base, and other plastic basic products in Class 17	October 31, 2015
	Japan	4191387	Synthetic rubbers and other rubbers, rubber threads and coated rubber threads (excluding those for textile use), washers of rubber or vulcanized fiber, cords of rubber, asbestos string, rubber stoppers, rubber caps, rubber containers, film bases, and other plastic base products, chemical fibers (excluding those for textile use), chemical fiber yarns (excluding those for textile use), mica, rock fiber, slag wool, asbestos, asbestos nets, asbestos yarns, asbestos textiles, felts of asbestos, asbestos boards, asbestos powders, condenser paper, asbestos paper, vulcanized fiber, electrical insulating materials, insulating gloves, horseshoes (excluding those of metal), sound absorbent boards for floors, walls or ceilings in Class 17	September 25, 2008
	Japan	2008469	Film for use in packaging foodstuffs in case with cutter in Class 19	December 18, 2017
	New Zealand	119224	Nylon film in the form of a tape or backing in sheet or roll form, as a web, and laminated for industrial, commercial, and domestic purposes including packing and stopping in Class 17	April 27, 2012
	Great Britain	981341	Nylon plastics in film form and articles made therefrom; wrapping and packaging materials in Class 16	October 4, 2016

Trade-mark	Country	Registration Number	Wares/Services/Classes	Next Renewal Due
	Great Britain	981342	Nylon plastics in film (non-textile) form for use in manufacture, and articles made therefrom in Class 17	October 4, 2016
	U.S.	963900	Nylon film in Class 1	July 17, 2013
P.T. 400 Plus	Canada	TMA412786	Stretchwrap plastic film	May 28, 2008
Pro-Tech System 4000	Canada	TMA412022	Horizontal traverse wrapping machine for wrapping roll goods, and stretchwrap plastic film	May 7, 2008

(b) Trade-Mark License

Trade-Mark License agreement between Novacor Chemicals Ltd., Novacor Chemicals (International) S.A. and DuPont Canada Inc. dated June 30, 1994, as assigned to Exopack Performance Films Inc., in respect of the SCLAIRFILM trade-mark.