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100767346

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

1. Name of conveying party(ies):

Huntsman Packaging Corporation
500 Huntsman Way
Salt Lake City, UT 84108

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 30, 1997

2. Name and address of receiving party(ies):

Name: _____
Internal Address: The Chase Manhattan Bank
Street Address: 270 Park Avenue
City: New York State: NY ZIP: 10017

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s)

A. Trademark Application No.(s)

See Schedule V

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Anne Lewallen
Internal Address: Crawath, Swaine & Moore
Street Address: 825 Eighth Avenue
City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:

76

7. Total fee (37 CFR 3.41)

\$ 1915

- Enclosed
- 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

07/17/1998 DNGUYEN 00000201 977946

01 FC:481 40.00 DP
02 FC:482 1875.00 DP

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.

Nanan Tabriz
Name of Person Signing

Nanan Tabriz
Signature

7/13/98
Date

TRADEMARK
Total number of pages comprising cover sheet
REEL: 1756 FRAME: 0578

147

(Security Agreement)

SCHEDULE V

Trademarks

See attached.

[0322375 .01:4614A:05/18/98--5:55p]

TRADEMARK
REEL: 1756 FRAME: 0579

Huntsman Deerfield Films Corporation

DEERFIELD PLASTICS DESIGN

USA

Reg. No.: 977946 1974/02/05

App. No.: 72/424331 1972/05/15

Renewal Due: 2004/02/05

Goods/Services: Polyethylene film

Huntsman Deerfield Films Corporation

STRATA

USA

Reg. No.: 1485267 1988/04/19

App. No.: 73/681751 1987/08/31

Renewal Due: 2008/04/19

Goods/Services: Coextruded packaging film

TRADEMARK
REEL: 1756 FRAME: 0580

Huntsman Film Products Corporation
ARCTICWRAP USA
Reg. No.: 1564492 1989/11/07
App. No.: 73/785713 1989/03/10
Renewal Due: 2009/11/07
Goods/Services: Plastic film wrap

Huntsman Film Products Corporation
CASTFLEX USA
Reg. No.:
App. No.: 75/154199 1996/08/22
Goods/Services: Stretchable plastic film

Huntsman Film Products Corporation
CHEEZFILM USA
Reg. No.: 1857675 1994/10/11
App. No.: 74/450,529 1993/10/21
Renewal Due: 2004/10/11
Action Due: Affidavit of Use 1999/10/11
Goods/Services: Plastic film wrap

Huntsman Film Products Corporation
CHOICE-WRAP USA
Reg. No.: 857929 1968/10/01
App. No.: 72/266325 1967/03/09
Renewal Due: 2008/10/01
Goods/Services: Packaging Film

Huntsman Film Products Corporation
ELASTIFILM USA
Reg. No.: 1100744 1978/08/29
App. No.: 73/158208 1978/02/08
Renewal Due: 1998/08/29
Goods/Services: Packaging film

Huntsman Film Products Corporation
ELASTIFILM ULTRA USA
Reg. No.:
App. No.: 75/372639 1997/10/14
Goods/Services: Plastic shrink film for use in the packaging of multiple products.

Huntsman Film Products Corporation
FRY-PAK USA
Reg. No.: 1,959,770 1996/03/05
App. No.: 74/563535 1994/08/19
Renewal Due: 2006/03/05
Goods/Services: Plastic film packaging for food.

Huntsman Film Products Corporation
G-BOND USA

Reg. No.:
App. No.: 74/462208 1993/11/23

Huntsman Film Products Corporation
OMNIFILM USA

Reg. No.: 1208308 1982/09/14
App. No.: 73/339450 1981/11/30
Renewal Due: 2002/09/14
Goods/Services: Plastic film wrap

Huntsman Film Products Corporation
PERMA-BLOCK USA

Reg. No.: 1,947,873 1996/01/16
App. No.: 74/435,949 1993/09/15
Renewal Due: 2006/01/16
Goods/Services: Vapor-corrosion inhibiting plastic film for use in packing and shipping.

Huntsman Film Products Corporation
PHASE PLUS USA

Reg. No.: 1916417 1995/09/05
App. No.: 74/579970 1994/09/29
Renewal Due: 2005/09/05
Goods/Services: Plastic film for industrial and commercial wrapping.

Huntsman Film Products Corporation
PRIME-WRAP USA

Reg. No.: 819118 1966/11/22
App. No.: 72/239517 1966/02/24
Renewal Due: 2006/11/22
Goods/Services: Packaging film

Huntsman Film Products Corporation
TOUGH GUARD USA

Reg. No.: 987894 1974/07/09
App. No.: 72/460278 1973/06/14
Renewal Due: 2004/07/09
Goods/Services: Packaging Film

Huntsman Film Products Corporation
VITAFILM USA

Reg. No.: 422922 1946/08/20
App. No.: 71/479120 1945/01/29
Renewal Due: 2006/08/20
Goods/Services:

**Huntsman Film Products Corporation
VITAFRESH**

USA

Reg. No.: 1185722 1982/01/12
App. No.: 73/257088 1980/04/07
Renewal Due: 2002/01/12
Goods/Services: Plastic film wrap

**Huntsman Film Products Corporation
VITASPENCER**

USA

Reg. No.:
App. No.: 74/619,153 1995/01/09
Goods/Services:

**Huntsman Film Products Corporation
VITASPENSER**

USA

Reg. No.: 2049615 1997/04/01
App. No.: 74/619153 1995/01/09
Renewal Due: 2007/04/01
Goods/Services:

**Huntsman Film Products Corporation
VITAWRAP**

USA

Reg. No.: 839152 1967/11/21
App. No.: 72/260546 1966/12/12
Renewal Due: 2007/11/21
Goods/Services: Packaging film

**Huntsman Film Products Corporation
WINWRAP**

USA

Reg. No.: 1882217 1995/03/07
App. No.: 74/487444 1994/02/07
Renewal Due: 2005/03/07
Goods/Services: Plastic film wrap for industrial and commercial use

Huntsman Packaging Corporation
BFO USA
Reg. No.: 1600830 1990/06/12
App. No.: 73/778,909 1989/02/06
Renewal Due: 2000/06/12
Goods/Services:

Huntsman Packaging Corporation
DUBL-PAK USA
Reg. No.: 852101 1968/07/09
App. No.: 72/215,251 1965/03/29
Renewal Due: 2008/09/28
Goods/Services:

Huntsman Packaging Corporation
HL USA
Reg. No.: 1600831 1990/06/12
App. No.: 73/779,067 1989/02/06
Renewal Due: 2000/06/12
Goods/Services:

Huntsman Packaging Corporation
POLLY STAR USA
Reg. No.: 1602283 1990/06/19
App. No.: 73/778,903 1989/02/06
Renewal Due: 2000/06/19
Goods/Services:

Huntsman Packaging Corporation
SHO CASE USA
Reg. No.: 1678544 1992/03/10
App. No.: 73/779,093 1989/02/06
Renewal Due: 2002/03/10
Goods/Services:

Huntsman United Films Corporation
UNIVOH

USA

Reg. No.:

App. No.: 75/149426

1996/08/13

Goods/Services:

TRADEMARK
REEL: 1756 FRAME: 0585

Huntsman Polymers Corporation
703DC (stylized) USA
Reg. No.: 1483437 1988/04/05
App. No.: 679664 1987/08/20
Division: CT Film
Renewal Due: 1998/04/05
Goods/Services: Greenhouse film

Huntsman Polymers Corporation
CLOUD NINE and Design USA
Reg. No.: 1359201 1985/09/10
App. No.: 478223 1984/04/30
Division: CT Film
Renewal Due: 2005/09/10
Goods/Services: Greenhouse film

Huntsman Polymers Corporation
CRYSTAL FILM (stylized) USA
Reg. No.:
App. No.: 713084 1995/08/09
Division: CT Film
Action Due: Case suspended 5/19/96 (Ref. 74/652805)
Goods/Services: Plastic film for packaging of manufactured products.

Huntsman Polymers Corporation
CT FILM and Design USA
Reg. No.: 1286012 1984/07/17
App. No.: 339961 1981/12/03
Division: CT Film
Renewal Due: 2004/07/17
Goods/Services: Plastic film such as polyethylene film; laminated goods such as polyethylene film laminated with another plastic film such as an ionomer film; composite films such as two or more coextruded films such as polyethylene, polypropylene, etc.

Huntsman Polymers Corporation
FOAM LAM USA
Reg. No.: 1111789 1979/01/23
App. No.: 147364 1977/11/04
Division: CT Film
Renewal Due: 1999/01/23
Goods/Services: Plastic sheeting

Huntsman Polymers Corporation
GROWFILM USA
Reg. No.: 1206169 1982/08/24
App. No.: 323088 1981/08/10
Division: CT Film
Renewal Due: 2002/08/24
Goods/Services: Plastic sheeting

**Huntsman Polymers Corporation
MAXILENE**

USA

Reg. No.: 1267132 1984/02/14
App. No.: 404687 1982/12/03
Division: CT Film
Renewal Due: 2004/02/14
Goods/Services: Plastic film

**Huntsman Polymers Corporation
PLYLENE**

USA

Reg. No.: 1098786 1978/08/08
App. No.: 147331 1977/11/04
Division: CT Film
Renewal Due: 1998/08/08
Goods/Services: Plastic sheeting

**Huntsman Polymers Corporation
PP and Design**

USA

Reg. No.: 1134158 1980/04/29
App. No.: 180378 1978/07/31
Division: CT Film
Renewal Due: 2000/04/29
Goods/Services: Flexible packaging - namely, polyethylene bags

**Huntsman Polymers Corporation
REXTEX SOFT**

USA

Reg. No.: 1539324 1989/05/16
App. No.: 701096 1987/12/14
Division: CT Film
Renewal Due: 1999/05/16
Goods/Services: Films made from polyalphaolefin resins for use in the manufacture of, for example, incontinent products, feminine care products, and hospital sheets.

**Huntsman Polymers Corporation
SECUR-I-TITE**

USA

Reg. No.: 1047675 1976/09/07
App. No.: 74659 1976/01/19
Division: CT Film
Renewal Due: 2006/09/07
Goods/Services: Plastic films used in shrink packaging, stretch packaging, skin packaging, and food overwrap.

**Huntsman Polymers Corporation
TAURUS and Design**

USA

Reg. No.: 1198793 1982/06/22
App. No.: 278432 1980/09/19
Division: CT Film
Renewal Due: 2002/06/22
Goods/Services: Polyethylene bags for packaging

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Co-Ex Plastics

CO-EX PLASTICS

USA

Reg. No.: 1339303 1989/05/16
App. No.: 73/730779 1988/05/26
Renewal Due: 2009/05/16
Goods/Services:

Co-Ex Plastics

SECURALL

USA

Reg. No.: 1381419 1986/02/04
App. No.: 73/547573 1985/07/12
Renewal Due: 2006/02/04
Goods/Services:

SECURITY AGREEMENT dated as of September 30, 1997, as amended and restated as of May 19, 1998, among HUNTSMAN PACKAGING CORPORATION, a Utah corporation (the "Borrower"), each subsidiary of the Borrower listed on Schedule I hereto (each subsidiary individually a "Guarantor" and collectively, the "Guarantors"; the Guarantors and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of September 30, 1997, as amended and restated as of May 14, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Huntsman Packaging de Mexico, S.A. de C.V., a Mexico corporation (the "Mexico Borrower"), the lenders from time to time party thereto (the "Lenders") and Chase, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders, and (b) the Guarantee Agreement dated as of September 30, 1997, as amended and restated as of May 19, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Borrower, the Guarantors and the Administrative Agent.

The parties hereto have entered into a Security Agreement dated as of September 30, 1997, and are entering into this Agreement to amend and restate such Security Agreement in its entirety in the form hereof.

The Lenders have agreed to make Loans to the Borrower and the Mexico Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, in an amount up to \$510,000,000, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The Guarantors have agreed to guarantee, among other things, all the obligations of the Borrower and the Mexico Borrower under the Credit Agreement. The Borrower has agreed to guarantee, among other things, all the obligations of the Mexico Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit under the Credit Agreement are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual

payment by the Borrower and the Mexico Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all obligations of the Borrower or the Mexican Borrower, monetary or otherwise, under each Hedging Agreement entered into with any counterparty that was a Lender (or an Affiliate thereof) at the time such Hedging Agreement was entered into and (d) the due and punctual payment of all monetary obligations of the Borrower (but not in excess of \$10,000,000 in the aggregate) under any domestic overdraft facilities entered into by the Borrower including, but not limited to, the Line of Credit Agreement and Automatic Borrowing Service Agreement entered into with Mellon Bank, N.A. (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Collateral" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts and (g) Proceeds; provided, however, that Collateral shall not include property or assets which are subject to a purchase money security interest or other similar interest, including but not limited to a Capital Lease Obligation, the terms of which prohibit the granting of a security interest to any other creditor.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Equipment" shall mean all equipment, furniture and furnishings, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements but excluding contract rights in contracts which prohibit assignment or the granting of a security interest), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any

Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation and registrations, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other franchise agreement, license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those agreements in existence on the date hereof and listed on Schedule III and those agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions

disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to an Hedging Agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate of a Lender) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document, (g) any lender under any domestic overdraft facility entered into by the Borrower (but only to the extent the aggregate amount outstanding under all such facilities does not exceed \$10,000,000) including, but not limited to, Mellon Bank, N.A., pursuant to the Line of Credit Agreement and Automatic Borrowing Service Agreement entered into with the Borrower, and (h) the permitted successors and assigns of each of the foregoing.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office

or United States Copyright Office (or any successor office) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor (but, prior to the occurrence of any Event of Default or Default, the Collateral Agent shall provide notice of such filing to such Grantor), and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements, as applicable, or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings, recordings and registrations required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States

Patents, United States Trademarks and United States Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof), and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements and such filings, recordings and registrations as may be necessary to perfect the Security Interest as a result of any event described in Section 5.03 of the Credit Agreement.

(b) Each Grantor ensures that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and no further or subsequent filing, refileing, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any

political subdivision thereof) pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected in the United States Patent and Trademark Office and the United States Copyright Office upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.03 of the Credit Agreement.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.03 of the Credit Agreement. No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral in the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.03 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. Records. Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the

Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.03 of the Credit Agreement.

SECTION 4.03. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 30 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the

Collateral Agent of the specific identification of such Collateral.

SECTION 4.04. Inspection and Verification.

Subject to the limitations set forth in Section 5.09 of the Credit Agreement, the Collateral Agent and such Persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third party, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.12 of the Credit Agreement).

SECTION 4.05. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.03 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.05 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.06. Assignment of Security Interest.

If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor

shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.07. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.08. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.03 of the Credit Agreement. Unless and until the Collateral Agent shall notify the Grantors that (i) an Event of Default shall have occurred and be continuing and (ii) during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time, other than Inventory that is in transit by any means, unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and each Grantor shall use its best efforts to obtain a written agreement in form and substance reasonably satisfactory to the Collateral Agent to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.09. Limitation on Modification of Accounts. None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person

liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.10. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems reasonably advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.10, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.11. Legend. Each Grantor shall legend, in form and manner reasonably satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.12. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any

Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees, to the extent practicable, that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent promptly if it knows that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or United States Copyright Office) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security

interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes (and, prior to the occurrence of any Event of Default or Default, such Grantor shall be notified of such filing), all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Power of Attorney

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or (unless such action is the result of gross negligence or willful misconduct) to any claim or action against the Collateral Agent or any Secured Party. It is understood and

agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing or contractual arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future

delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' prior written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral

so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the

Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to the extent that such license does not violate any then existing licensing arrangements (to the extent that waivers cannot be obtained) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and sufficient rights of quality control in favor of Grantor to avoid the invalidation of the Trademarks subject to the license. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (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, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective

successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent's Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses,

claims, damages, liabilities or related expenses have resulted from the gross negligence or willful misconduct of such Indemnatee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this

Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State court or Federal court of the United States of America sitting in New York City. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the LC Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Guarantor shall be automatically released in the event that all the capital

stock of such Guarantor shall be sold, transferred or otherwise disposed of to a Person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; provided that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

SECTION 7.15. Additional Grantors. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HUNTSMAN PACKAGING
CORPORATION,

by

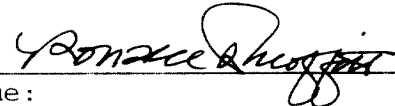


Name:

Title:

EACH OF THE GUARANTORS LISTED
ON SCHEDULE I HERETO,

by

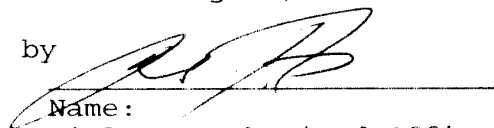


Name:

Title: Authorized Officer

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by



Name:

Title: Authorized Officer

TRADEMARK
REEL: 1756 FRAME: 0616

(Security Agreement)

SCHEDULE I

Guarantors

1. Huntsman Deerfield Films Corporation
2. Huntsman United Films Corporation
3. Huntsman Preparatory Inc.
4. Huntsman Container Corporation International
5. Huntsman Packaging Georgia, Inc.
6. Huntsman Film Products of Mexico, Inc.
7. Huntsman Bulk Packaging Corporation
8. Huntsman Packaging of Canada, LLC
9. VA Acquisition Corp.
10. Huntsman Edison Films Corporation
11. Edison Plastics International, Inc.

(Security Agreement)

SCHEDULE II

Copyrights

See attached.

[0322375.01:4614A:05/18/98--5:55p]

TRADEMARK
REEL: 1756 FRAME: 0618

File 120:US Copyrights 1978-1998/Apr 27
(c) format only 1998 The Dialog Corp.

Set Items Description
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? e ow=blessings

Ref	Items	Index-term
E1	1	OW=BLESSINGER
E2	1	OW=BLESSINGER, JERRY, 1938-
E3	28	*OW=BLESSINGS
E4	19	OW=BLESSINGS CORPORATION
E5	4	OW=BLESSINGS UNLIMITED
E6	14	OW=BLESSINGTON
E7	1	OW=BLESSINGTON COMMUNICATIONS
E8	3	OW=BLESSINGTON, EDWARD THOMAS, 1936-
E9	1	OW=BLESSINGTON, FRANCIS C., 1942-
E10	2	OW=BLESSINGTON, FRANCIS CHARLES, 1942-
E11	1	OW=BLESSINGTON, FRANCIS, 1942-
E12	1	OW=BLESSINGTON, KAY MARLENE

? s e4

S1 19 OW="BLESSINGS CORPORATION"

1/7/1

DIALOG(R)File 120:US Copyrights

(c) format only 1998 The Dialog Corp. All rts. reserv.

00010614

Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 7 work(s)

APPLICATION TITLE: Baby talk magazine.

CLASS: TX (Textual Works); Serial

AUTHOR(s): Irons, Patricia D.; Blessings Corporation; Parenting Unlimited, Inc

APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.

OWNER(s): Blessings Corporation. Parenting Unlimited, Inc.

1/7/2

DIALOG(R)File 120:US Copyrights

(c) format only 1998 The Dialog Corp. All rts. reserv.

00010613

Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 5 work(s)

APPLICATION TITLE: Baby talk magazine.

CLASS: TX (Textual Works); Serial

AUTHOR(s): Irons, Patricia D.; Blessings Corporation

APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.

OWNER(s): Blessings Corporation.

1/7/3

DIALOG(R)File 120:US Copyrights

(c) format only 1998 The Dialog Corp. All rts. reserv.

00010612

Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 6 work(s)

APPLICATION TITLE: Baby talk magazine.

CLASS: TX (Textual Works); Serial

AUTHOR(s): Irons, Patricia D.; Blessings Corporation

APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.

OWNER(s): Blessings Corporation.

1/7/4

DIALOG(R)File 120:US Copyrights

(c) format only 1998 The Dialog Corp. All rts. reserv.

00010611

Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 6 work(s)

APPLICATION TITLE: Baby talk magazine.

CLASS: TX (Textual Works); Serial

AUTHOR(s): Irons, Patricia D.; Blessings Corporation

APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.

OWNER(s): Blessings Corporation.

TRADEMARK

REEL: 1756 FRAME: 0620

1/7/5
DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010610
Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 7 work(s)
APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/6
DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010609
Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 7 work(s)
APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/7
DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010608
Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 4 work(s)
APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/8
DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010607
Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 7 work(s)
APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/9

DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010606

Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 5 work(s)

APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/10

DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010605

Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 4 work(s)

APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/11

DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010604

Baby talk: [the first baby magazine] / editor, Patricia D. Irons ... [et al.]. SERIAL: 9 work(s)

APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/12

DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010603

Baby talk/ editor, Patricia D. Irons ... et al.]. SERIAL: 4 work(s)

APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/13

DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010602

Baby talk/ editor, Patricia D. Irons ... et al.]. SERIAL: 7 work(s)
APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/14

DIALOG(R)File 120:US Copyrights
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00010601

Baby talk/ editor, Patricia D. Irons ... et al.]. SERIAL: 6 work(s)
APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/15

DIALOG(R)File 120:US Copyrights
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00010600

Baby talk/ editor, Patricia D. Irons ... et al.]. SERIAL: 7 work(s)
APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/16

DIALOG(R)File 120:US Copyrights
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00010599

Baby talk/ editor, Patricia D. Irons ... et al.]. SERIAL: 4 work(s)
APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/17

DIALOG(R)File 120:US Copyrights
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00010598

Baby talk/ editor, Patricia D. Irons ... et al.]. SERIAL: 7 work(s)
APPLICATION TITLE: Baby talk magazine.
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/18

DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010597

Baby talk/ editor, Patricia D. Irons ... et al.]. SERIAL: 6 work(s)
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

1/7/19

DIALOG(R)File 120:US Copyrights
(c) format only 1998 The Dialog Corp. All rts. reserv.

00010596

Baby talk/ editor, Patricia D. Irons ... et al.]. SERIAL: 6 work(s)
CLASS: TX (Textual Works); Serial
AUTHOR(s): Irons, Patricia D.; Blessings Corporation
APPLICATION AUTHOR(s): Blessings Corporation, employer for hire.
OWNER(s): Blessings Corporation.

(Security Agreement)

SCHEDULE III

Licenses

See attached.

[0322375.01:4614A:05/18/98--5:55p]

TRADEMARK
REEL: 1756 FRAME: 0625

(Security Agreement)

Licenses

Huntsman Film Products Corporation/FMC Corporation, March 1, 1997

Huntsman Film Products Corporation/Saltech Inc., August 25, 1993

Huntsman Film Products Corporation/Saltec Inc., Amendment, July 15, 1994

Huntsman Film Products of Canada Ltd./984427 Ontario Limited, August 25, 1993

Huntsman Film Products of Canada Ltd./984427 Ontario Limited,
Amendment, July 15, 1994

Huntsman Film Products Pty. Ltd./First Green Park Pty.,Ltd. and
Eighth Milieu Nominees Pty. Ltd. (Integrated Packaging), Sub-
License, October 7, 1994

Huntsman Film Products GMBH/G +L. Heikaus Kunststoffverarbeitung und
Verpackungen GMBH, Sub-License, January 31, 1995

Huntsman Film Products Corporation-USA/G.+L. Heikaus Kunststoffverarbeitung
und Verpackungen GMBH, Sub-License, June 1, 1995

Huntsman Design Products Corporation/A. Dean Garrett, January 1, 1995

Huntsman Film Products Corporation/Tycon Proprietary Limited, June 29, 1992

Huntsman Film Products Corporation/Tycon Proprietary Limited, Technical and
Trademark Agreement, June 29, 1992

Huntsman Film Products Corporation/Tycon Proprietary Limited, Supplement to
Technical and Trademark Agreement, June 29, 1992

139521 06-New YorkS7A

TRADEMARK
REEL: 1756 FRAME: 0626

Huntsman Film Products Corporation/Tycon Proprietary Limited, Amendment of
Technical and Trademark Agreement, June 29, 1992

Huntsman Container Company Limited/Reedy International Corporation,
March 28, 1995

Huntsman Ipex/Ipex Bulk System International Pty. Ltd., 1994

139521 06-New YorkS7A

TRADEMARK
REEL: 1756 FRAME: 0627

(Security Agreement)

SCHEDULE IV

Patents

See attached.

[0322375.01:4614A:05/18/98--5:55p]

TRADEMARK
REEL: 1756 FRAME: 0628

HUNTSMAN DEERFIELD FILMS CORPORATION
UNITED STATES PATENTS AND PATENT APPLICATIONS

Docket No.	Patent No.	Grant Date	Appln. No.	Appln. Date	Expiration Date
81431			891,818	7/14/97	
81431-C1			946,236	10/7/97	
81432			909,541	8/12/97	

HUNTSMAN DESIGN PRODUCTS CORPORATION
UNITED STATES PATENTS AND PATENT APPLICATIONS

Docket No.	Patent No.	Grant Date	Appl. No.	Appl. Date	Expiration Date
81348	5,522,690	6/4/96	438,782	5/11/95	5/11/2015
81348-C1	5,738,478	4/14/98	641,899	5/2/96	5/11/2015

HUNTSMAN FILM PRODUCTS CORPORATION
 UNITED STATES PATENTS AND PATENT APPLICATIONS

Docket No.	Patent No.	Grant Date	Appln. No.	Appln. Date	Expiration Date
81359	4,362,835	12/7/82	213,806	12/8/80	12/8/2000
81360	4,746,689	5/24/88	887,481	7/21/86	7/21/2006
90048A	4,923,750	5/8/90	139,776	12/30/87	12/30/2007
90048B	5,116,677	5/26/92	446,219	12/5/89	12/5/2009

HUNTSMAN PACKAGING CORPORATION
 UNITED STATES PATENTS AND PATENT APPLICATIONS

Docket No.	Patent No.	Grant Date	Appl. No.	Appl. Date	Expiration Date
81335-1			Continuing Prosecution Appln. of 510,286	2/20/98	
*81337			60/065964	11/13/97	11/13/98
81344	5,526,934	6/18/96	235,499	4/29/94	4/29/2014
81344-C1	5,495,946	3/5/96	358,736	12/19/94	4/29/2014
81346			504,894	7/20/95	
81346-C1			910419	8/13/97	
81347	5,537,923	7/23/96	449,704	5/24/95	5/24/2015
81348-C2			059652	4/13/98	

*Provisional Application

HUNTSMAN UNITED FILMS CORPORATION
UNITED STATES PATENTS AND PATENT APPLICATIONS

Docket No.	Patent No.	Grant Date	Appl. No.	Appl. Date	Expiration Date
81427			478,196	6/7/95	

PACKAGING
HUNTSMAN POLYMERS CORPORATION
UNITED STATES PATENTS AND PATENT APPLICATIONS

Docket No.	Patent No.	Grant Date	Appl. No.	Appl. Date	Expiration Date
68008	4,280,978	7/28/81	041,869	5/23/79	5/23/1999
68016	4,379,197	4/5/83	326,716	12/2/81	12/2/2001
68021-C1C1D1	4,540,416	9/10/85	687,408	12/28/84	12/20/2002
68023	4,671,987	6/9/87	848,556	4/7/86	4/7/2006
68030-C1	4,778,634	10/18/88	110,916	10/21/87	8/4/2006
68030-C2	4,815,714	3/28/89	092,498	9/3/87	8/4/2006
68031-C1	4,832,886	5/23/89	092,499	9/3/87	8/4/2006
68033-C1	5,051,297	9/24/91	340,831	4/20/89	9/24/2008
68033-D1C1C1	5,066,724	11/19/91	506,526	4/6/90	11/30/2008
68035	5,064,893	11/12/91	490,410	3/8/90	3/8/2010
68036	5,091,262	2/25/92	572,402	8/27/90	8/27/2010

68040	5,324,555	6/28/94	897,814	6/12/92	6/12/2012
68041-C1	5,334,643	8/2/94	725,893	7/1/91	8/2/2011
68041-C2	5,459,186	10/17/95	168,581	12/17/93	8/2/2011

SYSTEM:OS - DIALOG OneSearch
 File 226:TRADEMARKSCAN(R)-US FED OG980428/AP980311
 (c) 1998 Thomson & Thomson
 *File 226: Preliminary Records through 03/26/98 *
 File 246:TRADEMARKSCAN(R)-U.S. STATE 1998/Apr 29
 (c) 1998 Thomson & Thomson

*Blessings
 Corporation*

TRADEMARKS

Set Items Description
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? e ow=blessing

Ref	Items	Index-term
E1	2	OW=BLESSEY, ROBERT L. AND JANTZEN, WILLIAMJ. AS T
E2	2	OW=BLESSEY, ROBERT L. AND JANTZEN, WILLIAMJ. EXEC
E3	85	*OW=BLESSING
E4	1	OW=BLESSING GATE FARM
E5	1	OW=BLESSING MFG. CO., NEW YORK, N. Y.
E6	1	OW=BLESSING OUR WORLD, INC.
E7	2	OW=BLESSING RECORDING STUDIO, INC.
E8	7	OW=BLESSING/WHITE INC.
E9	7	OW=BLESSING/WHITE, INC.
E10	1	OW=BLESSING/WHITER INC.
E11	1	OW=BLESSING, CHRISTINA
E12	2	OW=BLESSING, GARY E.
E13	1	OW=BLESSING, RONALD M.
E14	1	OW=BLESSING, WILLIAM H.
E15	52	OW=BLESSINGS
E16	1	OW=BLESSINGS CORP DY DEE SVC DIV PHOENIX
E17	1	OW=BLESSINGS CORP., NEW YORK, N.Y.
E18	26	OW=BLESSINGS CORPORATION
E19	3	OW=BLESSINGS CORPORATION, NEW YORK, N.Y.
E20	1	OW=BLESSINGS FROM NATURE INC.
E21	1	OW=BLESSINGS INC
E22	1	OW=BLESSINGS INCORPORATED
E23	1	OW=BLESSINGS PRODUCTS, INC.
E24	1	OW=BLESSINGS, INC.
E25	1	OW=BLESSINGS, INC. OF ARIZONA
E26	1	OW=BLESSINGS, INC., BOUND BROOK, N.J.
E27	2	OW=BLESSINGS, INCORPORATED
E28	1	OW=BLESSINGSCORP
E29	2	OW=BLESSINGTON
E30	1	OW=BLESSINGTON, PAUL
E31	1	OW=BLESSO
E32	5	OW=BLEST
E33	2	OW=BLEST COMPANY
E34	2	OW=BLETCHLEY
E35	1	OW=BLETH
E36	4	OW=BLETHEN

? s e16:e19,e28

	29	OW=BLESSINGS CORP DY DEE SVC DIV PHOENIX:OW=BL
	1	OW=BLESSINGSCORP
S1	30	E16:E19,E28

1/9/1 (Item 1 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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05352069

EDISEAL

INTL CLASS: 17 (Rubber Goods)
U.S. CLASS: 1 (Raw Or Partly Prepared Materials)
5 (Adhesives)
12 (Construction Materials)
13 (Hardware, Plumbing, Steam-fitting Supplies)
35 (Belting, Hoses, Machines Packing, Nonmetallic
Tire)
50 (Merchandise Not Otherwise Classified)

STATUS: Pending; New Application - Record Initialized Not
Assigned to Examiner; Intent to Use - Application; Intent To
Use - Current

GOODS/SERVICES: SEALABLE PLASTIC PACKAGING FILMS

SERIAL NO.: 75-352,069

FILED: September 5, 1997

ORIGINAL APPLICANT: EDISON PLASTICS A DIVISION OF BLESSINGSCORP.
(Virginia Corporation), 230 ENTERPRISE DRIVE, NEWPORT NEWS, VA
(Virginia), 23603, USA (United States of America)

FILING CORRESPONDENT: PAUL W KRUSE, PILLSBURY MADISON & SUTRO LLP
, 1100 NEW YORK AVE NW 9TH FL, WASHINGTON DC 20005-3918

1/9/2 (Item 2 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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04323087 * TRADEMARK IMAGE AVAILABLE *

GOLDEN EAGLE and Design

INTL CLASS: 16 (Paper Goods & Printed Matter)

U.S. CLASS: 37 (Paper & Stationery)

T&T U.S. CLASS: 38 (Prints & Publications)

STATUS: Abandoned - Failure To Respond

GOODS/SERVICES: PLASTIC FILMS

SERIAL NO.: 74-323,087

FIRST USE: April 22, 1992 (Intl Class 16)

FIRST COMMERCE: April 22, 1992 (Intl Class 16)

FILED: October 19, 1992

ABANDONED: November 1, 1993

ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation),
1 CROSSROADS DRIVE, BEDMINSTER, NJ (New Jersey), 07921, USA
(United States of America)

FILING CORRESPONDENT: MARVIN N. GORDON, HOPGOOD, CALIMAFDE,
KALIL, ET AL., 60 EAST 42ND STREET, NEW YORK, NY 10165

DESIGN CODES:

03 (ANIMALS)

0315 (BIRDS, BATS)

031501 (EAGLES)

031519 (BIRDS OR BATS IN FLIGHT OR WITH OUTSPREAD WINGS)

031524 (STYLIZED BIRDS & BATS)

1/9/3 (Item 3 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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04278026 * TRADEMARK IMAGE AVAILABLE *
GOLDEN EAGLE and Design
INTL CLASS: 16 (Paper Goods & Printed Matter)
T&T INTL CLASS: 42 (Miscellaneous Service Marks)
U.S. CLASS: 37 (Paper & Stationery)
T&T U.S. CLASS: 101 (Advertising & Business Services)
STATUS: Misassigned Serial Number
GOODS/SERVICES: PLASTIC FILMS
SERIAL NO.: 74-278,026
FIRST USE: April 22, 1992 (Intl Class 16)
FIRST COMMERCE: April 22, 1992 (Intl Class 16)
FILED: May 26, 1992
MISASSIGNED: September 10, 1992
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation),
1 CROSSROADS DRIVE, BEDMINSTER, NJ (New Jersey), 07921, USA
(United States of America)
FILING CORRESPONDENT: MARVIN N. GORDON, HOPGOOD, CALIMAFDE,
KALIL, ET AL., 60 EAST 42ND STREET, NEW YORK, NY 10165
DESIGN CODES:
03 (ANIMALS)
0315 (BIRDS, BATS)
031501 (EAGLES)
031519 (BIRDS OR BATS IN FLIGHT OR WITH OUTSPREAD WINGS)
031524 (STYLIZED BIRDS & BATS)

1/9/4 (Item 4 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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04182015
BUFFINS
INTL CLASS: 25 (Clothing)
T&T INTL CLASS: 10 (Medical Apparatus)
U.S. CLASS: 39 (Clothing)
50 (Merchandise Not Otherwise Classified)
T&T U.S. CLASS: 44 (Dental, Medical & Surgical Appliances)
STATUS: Registered
GOODS/SERVICES: INFANT CLOTH DIAPERS, INFANT DIAPER COVERS,
DIAPER LINERS, DIAPER CHANGING PADS, AND INFANT CARE STARTER
KITS COMPRISED OF SOME COMBINATION OF THE FOREGOING ITEMS
SERIAL NO.: 74-182,015
REG. NO.: 1,718,285
REGISTERED: September 22, 1992
FIRST USE: November 19, 1990 (Intl Class 25)
FIRST COMMERCE: November 19, 1990 (Intl Class 25)
FILED: July 3, 1991
PUBLISHED: June 30, 1992
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation),
252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA
(United States of America)
OWNER AT PUBLICATION: BLESSINGS CORPORATION (Delaware

TRADEMARK
REEL: 1756 FRAME: 0638

Corporation), 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey),
08846, USA (United States of America)
ASSIGNEE(S): CHEMICAL BANK NEW JERSEY, N.A. (National
association), 36 MIDLAND AVENUE, PARAMUS, NJ (New Jersey),
07652, USA (United States of America)
Assignor(s): GERI-CARE PRODUCTS, L.L.C. (A new jersey limited
liability company)
Reel/Frame: 1209/0355
Recorded: August 31, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): J.S.L.R. COMPANY, L.L.C. (Corporation), 252 WAGNER
STREETMIDDLESEX, NJ 08846
Assignor(s): BLESSINGS CORPORATION (Corporation)
Reel/Frame: 1252/0385
Recorded: December 8, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): CORESTATES BANK, N.A. (Bank), 370 SCOTCH ROAD, WEST
TRENTON, NJ (New Jersey), 08628, USA (United States of America)
Assignor(s): GERI-CARE PRODUCTS, L.L.C. (Limited liability
corporation)
Reel/Frame: 1559/0459
Recorded: December 24, 1996
Brief: SECURITY INTEREST
FILING CORRESPONDENT: MARVIN N. GORDON, HOPGOOD, CALIMAFDE,
KALIL, ET AL., 60 EAST 42ND STREET, NEW YORK, NEW YORK 10165

1/9/5 (Item 5 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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04130294 * TRADEMARK IMAGE AVAILABLE *
THE CARING HOME and Design
INTL CLASS: 5 (Pharmaceuticals)
10 (Medical Apparatus)
T&T INTL CLASS: 42 (Miscellaneous Service Marks)
24 (Fabrics)
25 (Clothing)
U.S. CLASS: 18 (Medicines & Pharmaceutical Preparations)
44 (Dental, Medical & Surgical Appliances)
51 (Cosmetics & Toilet Preparations)
T&T U.S. CLASS: 101 (Advertising & Business Services)
STATUS: Abandoned - No Statement of Use Filed; Intent to Use -
Application; Intent To Use - Current
GOODS/SERVICES: (INT. CL. 5) SKIN CARE LOTIONS, CLEANERS AND
DEODORIZERS FOR INCONTINENCE USE; CLOTHING PROTECTORS,
WRAP-AROUND GOWNS, AND BED JACKETS FOR USE BY INCONTINENCE CARE
PATIENTS (INT. CL. 10) BED SHEETS AND LINEN PROTECTORS FOR USE
IN INCONTINENCE CARE
SERIAL NO.: 74-130,294
FILED: January 14, 1991
PUBLISHED: September 8, 1992
ABANDONED: June 2, 1993
ALLOWANCE FILED: December 1, 1992
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation),
252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA

TRADEMARK

REEL: 1756 FRAME: 0639

(United States of America)
OWNER AT PUBLICATION: BLESSINGS CORPORATION (Delaware Corporation), 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA (United States of America)
FILING CORRESPONDENT: MARVIN N. GORDON, HOPGOOD, CALIMAFDE, KALIL, ET AL., 60 EAST 42ND STREET, NEW YORK, NY 10165
DESIGN CODES:
26 (GEOMETRIC FIGURES & SOLIDS)
2611 (RECTANGLES)
261110 (RECTANGLES UNALTERED)
261131 (RECTANGLES CONTAINING LETTERS OR NUMERALS, INCLUDING PUNCTUATION, ONLY)
261154 (RECTANGLES INSIDE OF RECTANGLES)
07 (DWELLINGS, BUILDINGS, MONUMENTS, STADIUMS, FOUNTAINS, STRUCTURAL WORKS & BUILDING MATERIALS)
0701 (DWELLINGS, CAGES OR KENNELS)
070104 (DETACHED HOUSES)
01 (CELESTIAL BODIES, NATURAL PHENOMENA, GEOGRAPHICAL MAPS)
0115 (NATURAL PHENOMENA)
011506 (CLOUDS, FOG)
05 (PLANTS)
0501 (TREES, BUSHES)
050102 (TREES OR BUSHES WITH A ROUNDED SHAPE, INCLUDING DECIDUOUS TREES)
050110 (MORE THAN ONE TREE OR BUSH; THICKET; GROUP OF TREES, EXCLUDING FORESTS (LARGE, DENSE GROUPS OF TREES) (060901))

1/9/6 (Item 6 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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04043624 * TRADEMARK IMAGE AVAILABLE *
ADVANCED COMPOUNDING Stylized Letters
INTL CLASS: 1 (Chemicals)
U.S. CLASS: 1 (Raw Or Partly Prepared Materials)
T&T U.S. CLASS: 106 (Material Treatment Services)
STATUS: Registered
GOODS/SERVICES: COMPOUNDED RESINS FOR USE IN THE MANUFACTURE OF A WIDE VARIETY OF PLASTIC PRODUCTS
SERIAL NO.: 74-043,624
REG. NO.: 1,754,699
REGISTERED: March 2, 1993
FIRST USE: June 30, 1988 (Intl Class 1)
FIRST COMMERCE: June 30, 1988 (Intl Class 1)
FILED: March 29, 1990
PUBLISHED: April 14, 1992
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation), 645 MARTINSVILLE ROAD, LIBERTY CORNER, NJ (New Jersey), 07938, USA (United States of America)
OWNER AT PUBLICATION: BLESSINGS CORPORATION (Delaware Corporation), 645 MARTINSVILLE ROAD, LIBERTY CORNER, NJ (New Jersey), 07938, USA (United States of America)
DISCLAIMS: "COMPOUNDING"

TRADEMARK
REEL: 1756 FRAME: 0640

FILING CORRESPONDENT: MARVIN N. GORDON, HOPGOOD, CALIMAFDE,
KALIL, ET AL., 60 EAST 42ND STREET, NEW YORK, NY 10165
DESIGN CODES:

30 (STYLIZED LETTERS & NUMERALS)
3001 (STYLIZED LETTERS)
300101 (A)
300103 (C)
3005 (STYLIZED LETTER OR NUMERAL DESCRIPTIONS)
300503 (FIRST LETTER OF A WORD, FIRST NUMERAL OF A NUMBER
STRING)

1/9/7 (Item 7 from file: 226)
DIALOG(R) File 226: TRADEMARKSCAN(R) - US FED
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03744262
CONFIDENCE ELITE BRIEF

INTL CLASS: 5 (Pharmaceuticals)
U.S. CLASS: 44 (Dental, Medical & Surgical Appliances)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged
GOODS/SERVICES: INCONTINENCE BRIEFS
SERIAL NO.: 73-744,262
REG. NO.: 1,537,181
REGISTERED: May 2, 1989
FIRST USE: March 1988 (Intl Class 5)
FIRST COMMERCE: March 1988 (Intl Class 5)
FILED: August 5, 1988
PUBLISHED: February 7, 1989
AFFIDAVIT SEC.: 8-15; January 15, 1997
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware
Corporation limited liability corporation), 252 WAGNER STREET,
MIDDLESEX, NJ (New Jersey), 08846, USA (United States of
America)
OWNER AT PUBLICATION: BLESSINGS CORPORATION (Delaware
Corporation), 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey),
08846, USA (United States of America)
ORIGINAL REGISTRANT: BLESSINGS CORPORATION (Delaware Corporation)
, 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA
(United States of America)
1ST NEW OWNER ENTERED AFTER REGISTRATION: GERI-CARE PRODUCTS,
L.L.C. (New Jersey), 252 WAGNER STREET, MIDDLESEX, NJ (New
Jersey), 08846, USA (United States of America)
ASSIGNEE(S): GERI-CARE PRODUCTS, L.L.C. (New Jersey Limited
liability corporation), 252 WAGNER STREET, MIDDLESEX, NJ (New
Jersey), 08846, USA (United States of America)
Assignor(s): BLESSINGS CORPORATION (Delaware Corporation)
Reel/Frame: 1468/0019
Recorded: June 6, 1996
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
DISCLAIMS: "BRIEF"
FILING CORRESPONDENT: MARVIN N. GORDON, MARVIN N GORDON, HOPGOOD
CALIMAFDE KALIL & JUDLOWE, 60 E 42ND ST, NEW YORK NY 10165

1/9/8 (Item 8 from file: 226)

TRADEMARK
REEL: 1756 FRAME: 0641

DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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03744233

LINEN PROTECTORS

INTL CLASS: 25 (Clothing)
U.S. CLASS: 39 (Clothing)
STATUS: Abandoned - Incomplete Response
GOODS/SERVICES: INCONTINENCE UNDERCLOTHING
SERIAL NO.: 73-744,233
FIRST USE: March 1988 (Intl Class 25)
FIRST COMMERCE: March 1988 (Intl Class 25)
FILED: August 5, 1988
ABANDONED: June 8, 1989
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation),
MIDDLESEX, NJ (New Jersey), USA (United States of America)

1/9/9 (Item 9 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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03727330

EDISON PLASTICS COMPANY

INTL CLASS: 16 (Paper Goods & Printed Matter)
U.S. CLASS: 37 (Paper & Stationery)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged;
Section 2(F)
GOODS/SERVICES: PLASTIC WRAPPING FILMS
SERIAL NO.: 73-727,330
REG. NO.: 1,550,100
REGISTERED: August 1, 1989
FIRST USE: January 1968 (Intl Class 16)
FIRST COMMERCE: January 1968 (Intl Class 16)
FILED: May 9, 1988
PUBLISHED: May 9, 1989
AFFIDAVIT SEC.: 8-15; March 19, 1996
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation),
252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA
(United States of America)
OWNER AT PUBLICATION: BLESSINGS CORPORATION (Delaware
Corporation), 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey),
08846, USA (United States of America)
ORIGINAL REGISTRANT: BLESSINGS CORPORATION (Delaware Corporation)
, 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA
(United States of America)
ASSIGNEE(S): CORESTATES BANK, N.A. (Bank), 370 SCOTCH ROAD, WEST
TRENTON, NJ (New Jersey), 08628, USA (United States of America)
Assignor(s): GERE-CARE PRODUCTS, L.L.C. (Limited liability
corporation)
Reel/Frame: 1559/0459
Recorded: December 24, 1996
Brief: SECURITY INTEREST
DISCLAIMS: "PLASTICS COMPANY"
FILING CORRESPONDENT: MARVIN N. GORDON, HOPGOOD, CALIMAFDE,
KALIL, ET AL., LINCOLN BUILDING, 60 EAST 42ND STREET, NEW

TRADEMARK

REEL: 1756 FRAME: 0642

YORK, NY 10165

1/9/10 (Item 10 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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03727329 * TRADEMARK IMAGE AVAILABLE *
EP and Design
INTL CLASS: 16 (Paper Goods & Printed Matter)
U.S. CLASS: 2 (Receptacles)
37 (Paper & Stationery)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged
GOODS/SERVICES: PLASTIC WRAPPING FILMS
SERIAL NO.: 73-727,329
REG. NO.: 1,549,105
REGISTERED: July 25, 1989
FIRST USE: January 1985 (Intl Class 16)
FIRST COMMERCE: January 1985 (Intl Class 16)
FILED: May 9, 1988
PUBLISHED: May 2, 1989
AFFIDAVIT SEC.: 8-15; March 19, 1996
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation),
252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA
(United States of America)
OWNER AT PUBLICATION: BLESSINGS CORPORATION (Delaware
Corporation), 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey),
08846, USA (United States of America)
ORIGINAL REGISTRANT: BLESSINGS CORPORATION (Delaware Corporation)
, 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA
(United States of America)
DESIGN PHRASE: THE MARK CONSISTS OF A SQUARE BACKGROUND DESIGN
WITH ROUNDED CORNERS, THE LETTERS "EP" APPEARING TWICE IN THE
CENTER OF THE BACKGROUND DESIGN, ONE SET OF LETTERS BEING
INVERTED OVER THE OTHER.
FILING CORRESPONDENT: MARVIN N. GORDON, HOPGOOD, CALIMAFDE, KALIL
ET AL, 60 EAST 42ND STREET, NEW YORK, NY 10165
DESIGN CODES:
26 (GEOMETRIC FIGURES & SOLIDS)
2609 (SQUARES)
260911 (SQUARES WITH ONE OR MORE ROUNDED CORNERS)
260937 (SQUARES THAT ARE COMPLETELY OR PARTIALLY SHADED)
260939 (GEOMETRIC FIGURES COMPRISING A SQUARE)
260940 (SQUARES COMPRISING A GEOMETRIC FIGURE)
2607 (DIAMONDS)
260710 (DIAMONDS WITH ANGULAR UNALTERED CORNERS)
260737 (DIAMONDS THAT ARE COMPLETELY OR PARTIALLY SHADED)
30 (STYLIZED LETTERS & NUMERALS)
3001 (STYLIZED LETTERS)
300105 (E)
300116 (P)
300104 (D)
3005 (STYLIZED LETTER OR NUMERAL DESCRIPTIONS)
300502 (LETTERS (NOT NUMERALS) AS PART OF SMALL INITIAL
STRINGS)

TRADEMARK
REEL: 1756 FRAME: 0643

1/9/11 (Item 11 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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03704271

LINEN-SAVERS

INTL CLASS: 10 (Medical Apparatus)
U.S. CLASS: 44 (Dental, Medical & Surgical Appliances)
STATUS: Cancelled - Section 8
GOODS/SERVICES: HEALTH CARE TEXTILE PRODUCTS - NAMELY,
INCONTINENT PADS FOR BEDS AND WHEELCHAIR PADS
SERIAL NO.: 73-704,271
REG. NO.: 1,531,828
REGISTERED: March 28, 1989
FIRST USE: December 30, 1987 (Intl Class 10)
FIRST COMMERCE: December 30, 1987 (Intl Class 10)
FILED: January 5, 1988
PUBLISHED: January 3, 1989
CANCELLED IN OG: November 14, 1995
CANCELLATION RECORDED: October 2, 1995
CANCELLATION SEC.: 8
ORIGINAL APPLICANT: INTERA COMPANY, LTD. (Tennessee Limited
partnership), 222 THIRD STREET, S.E., CLEVELAND, TN (Tennessee)
, 37311, USA (United States of America)
OWNER AT PUBLICATION: INTERA COMPANY, LTD. (Tennessee Limited
partnership), 222 THIRD STREET, S.E., CLEVELAND, TN (Tennessee)
, 37311, USA (United States of America)
ORIGINAL REGISTRANT: INTERA COMPANY, LTD. (Tennessee Limited
partnership), 222 THIRD STREET, S.E., CLEVELAND, TN (Tennessee)
, 37311, USA (United States of America)
ASSIGNEE(S): BLESSINGS CORPORATION (Delaware Corporation), ONE
CROSSROADS DRIVE, BEDMINSTER, NJ (New Jersey), 07921, USA
(United States of America)
Assignor(s): INTERA COMPANY, LTD. (Tennessee Limited
partnership)
Reel/Frame: 1238/0169
Recorded: October 24, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
FILING CORRESPONDENT: DAVID J. KERA, OBLON FISHER SPIVAK
MCCLELLAND & MAIER, CRYSTAL SQUARE FIVE - SUITE 400, 1755 S.
JEFFERSON DAVIS HIGHWAY, ARLINGTON, VA 22202

1/9/12 (Item 12 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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03703604

LINEN-SAVER

INTL CLASS: 10 (Medical Apparatus)
U.S. CLASS: 44 (Dental, Medical & Surgical Appliances)
STATUS: Cancelled - Section 8
GOODS/SERVICES: HEALTH CARE TEXTILE PRODUCTS - NAMELY,
INCONTINENT PADS FOR BEDS AND INCONTINENT WING PADS FOR BEDS
SERIAL NO.: 73-703,604

TRADEMARK
REEL: 1756 FRAME: 0644

REG. NO.: 1,532,867
REGISTERED: April 4, 1989
FIRST USE: December 29, 1987 (Intl Class 10)
FIRST COMMERCE: December 29, 1987 (Intl Class 10)
FILED: December 31, 1987
PUBLISHED: January 10, 1989
CANCELLED IN OG: November 21, 1995
CANCELLATION RECORDED: October 9, 1995
CANCELLATION SEC.: 8
ORIGINAL APPLICANT: INTERA COMPANY, LTD. (Tennessee Limited partnership), 222 THIRD STREET, S.E., CLEVELAND, TN (Tennessee), 37311, USA (United States of America)
OWNER AT PUBLICATION: INTERA COMPANY, LTD. (Tennessee Limited partnership), 222 THIRD STREET, S.E., CLEVELAND, TN (Tennessee), 37311, USA (United States of America)
ORIGINAL REGISTRANT: INTERA COMPANY, LTD. (Tennessee Limited partnership), 222 THIRD STREET, S.E., CLEVELAND, TN (Tennessee), 37311, USA (United States of America)
ASSIGNEE(S): BLESSINGS CORPORATION (Delaware Corporation), ONE CROSSROADS DRIVE, BEDMINSTER, NJ (New Jersey), 07921, USA (United States of America)
Assignor(s): INTERA COMPANY, LTD. (Tennessee Limited partnership)
Reel/Frame: 1238/0169
Recorded: October 24, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
FILING CORRESPONDENT: DAVID J. KERA, OBLON, FISHER, SPIVAK, ET AL., CRYSTAL SQUARE FIVE - SUITE 400, 1755 S. JEFFERSON DAVIS HIGHWAY, ARLINGTON, VA 22202

1/9/13 (Item 13 from file: 226)
DIALOG(R) File 226: TRADEMARKSCAN(R) - US FED
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03616853

FREEDOM FIT

INTL CLASS: 5 (Pharmaceuticals)
U.S. CLASS: 44 (Dental, Medical & Surgical Appliances)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged
GOODS/SERVICES: REUSABLE FULL CONTAINMENT INCONTINENCE BRIEFS FOR AMBULATORY INSTITUTIONAL RESIDENT USE
SERIAL NO.: 73-616,853
REG. NO.: 1,490,764
REGISTERED: June 7, 1988
FIRST USE: June 24, 1986 (Intl Class 5)
FIRST COMMERCE: June 24, 1986 (Intl Class 5)
FILED: August 26, 1986
PUBLISHED: May 26, 1987
AFFIDAVIT SEC.: 8-15; November 16, 1994
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation), 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA (United States of America)
OWNER AT PUBLICATION: BLESSINGS CORPORATION (Delaware Corporation), 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA (United States of America)

TRADEMARK

REEL: 1756 FRAME: 0645

ORIGINAL REGISTRANT: BLESSINGS CORPORATION (Delaware Corporation)
, 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA
(United States of America)
ASSIGNEE(S): CHEMICAL BANK NEW JERSEY, N.A. (National
association), 36 MIDLAND AVENUE, PARAMUS, NJ (New Jersey),
07652, USA (United States of America)
Assignor(s): GERI-CARE PRODUCTS, L.L.C. (A new jersey limited
liability company)
Reel/Frame: 1209/0355
Recorded: August 31, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): J.S.L.R. COMPANY, L.L.C. (Corporation), 252 WAGNER
STREETMIDDLESEX, NJ 08846
Assignor(s): BLESSINGS CORPORATION (Corporation)
Reel/Frame: 1252/0385
Recorded: December 8, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): CORESTATES BANK, N.A. (Bank), 370 SCOTCH ROAD, WEST
TRENTON, NJ (New Jersey), 08628, USA (United States of America)
Assignor(s): GERI-CARE PRODUCTS, L.L.C. (Limited liability
corporation)
Reel/Frame: 1559/0459
Recorded: December 24, 1996
Brief: SECURITY INTEREST
ASSIGNEE(S): GERI-CARE PRODUCTS L.L.C. (Limited partnership), 252
WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA (United
States of America)
Assignor(s): BLESSINGS CORPORATION (Corporation)
Reel/Frame: 1629/0858
Recorded: September 8, 1997
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
DISCLAIMS: "FIT"
FILING CORRESPONDENT: MARVIN N. GORDON, HOPGOOD, CALIMAFDE,
KALIL, ET AL., 60 E. 42ND ST., NEW YORK, NEW YORK 10165

1/9/14 (Item 14 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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03554890

CONTAIN

INTL CLASS: 10 (Medical Apparatus)
U.S. CLASS: 39 (Clothing)
44 (Dental, Medical & Surgical Appliances)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged
GOODS/SERVICES: INCONTINENT CARE CLOTH DIAPERS
SERIAL NO.: 73-554,890
REG. NO.: 1,399,290
REGISTERED: July 1, 1986
FIRST USE: June 19, 1985 (Intl Class 10)
FIRST COMMERCE: June 19, 1985 (Intl Class 10)
FILED: August 22, 1985
PUBLISHED: April 8, 1986
AFFIDAVIT SEC.: 8-15; September 17, 1992
ORIGINAL APPLICANT: M. SOFFER & SONS CO. (Delaware Corporation),
TRADEMARK
REEL: 1756 FRAME: 0646

2010 WHEATSHEAF LANE, PHILADELPHIA, PA (Pennsylvania), 19124,
USA (United States of America)
OWNER AT PUBLICATION: M. SOFFER & SONS CO. (Delaware Corporation)
, 2010 WHEATSHEAF LANE, PHILADELPHIA, PA (Pennsylvania), 19124,
USA (United States of America)
ORIGINAL REGISTRANT: M. SOFFER & SONS CO. (Delaware Corporation),
2010 WHEATSHEAF LANE, PHILADELPHIA, PA (Pennsylvania), 19124,
USA (United States of America)
1ST NEW OWNER ENTERED AFTER REGISTRATION: BLESSINGS CORPORATION
(Delaware Corporation)
ASSIGNEE(S): BLESSINGS CORPORATION (Delaware Corporation), 645
MARTINSVILLE RD., LIBERTY CORNER, NJ (New Jersey), 07938, USA
(United States of America)
Assignor(s): M. SOFFER AND SONS COMPANY (Delaware Corporation),
2010-2038 WHEATSHEAF LANE, PHILADELPHIA, PA (Pennsylvania),
19124, USA (United States of America)
Reel/Frame: 0546/0484
Acknowledged: October 3, 1986
Recorded: December 9, 1986
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): CHEMICAL BANK NEW JERSEY, N.A. (National
association), 36 MIDLAND AVENUE, PARAMUS, NJ (New Jersey),
07652, USA (United States of America)
Assignor(s): GERI-CARE PRODUCTS, L.L.C. (A new jersey limited
liability company)
Reel/Frame: 1209/0355
Recorded: August 31, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): J.S.L.R. COMPANY, L.L.C. (Corporation), 252 WAGNER
STREETMIDDLESEX, NJ 08846
Assignor(s): BLESSINGS CORPORATION (Corporation)
Reel/Frame: 1252/0385
Recorded: December 8, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
FILING CORRESPONDENT: ROY C. HOPGOOD, HOPGOOD, CALIMAFDE, KALIL,
ET AL., 60 EAST 42ND STREET, NEW YORK, NY 10165

1/9/15 (Item 15 from file: 226)
DIALOG(R) File 226: TRADEMARKSCAN(R) -US FED
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03484159
COMFORT QUILT
INTL CLASS: 24 (Fabrics)
U.S. CLASS: 42 (Knitted, Netted, Textile Fabrics, & Substitutes)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged
GOODS/SERVICES: QUILTED UNDERPADS
SERIAL NO.: 73-484,159
REG. NO.: 1,372,654
REGISTERED: November 26, 1985
FIRST USE: March 15, 1984 (Intl Class 24)
FIRST COMMERCE: March 15, 1984 (Intl Class 24)
FILED: June 8, 1984
PUBLISHED: June 18, 1985
AFFIDAVIT SEC.: 8-15; February 25, 1992

TRADEMARK
REEL: 1756 FRAME: 0647

ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation),
252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA
(United States of America)
OWNER AT PUBLICATION: BLESSINGS CORPORATION (Delaware
Corporation), 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey),
08846, USA (United States of America)
ORIGINAL REGISTRANT: BLESSINGS CORPORATION (Delaware Corporation)
, 252 WAGNER STREET, MIDDLESEX, NJ (New Jersey), 08846, USA
(United States of America)
ASSIGNEE(S): CHEMICAL BANK NEW JERSEY, N.A. (National
association), 36 MIDLAND AVENUE, PARAMUS, NJ (New Jersey),
07652, USA (United States of America)
Assignor(s): GERE-CARE PRODUCTS, L.L.C. (A new jersey limited
liability company)
Reel/Frame: 1209/0355
Recorded: August 31, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): J.S.L.R. COMPANY, L.L.C. (Corporation), 252 WAGNER
STREETMIDDLESEX, NJ 08846
Assignor(s): BLESSINGS CORPORATION (Corporation)
Reel/Frame: 1252/0385
Recorded: December 8, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
DISCLAIMS: "QUILT"
FILING CORRESPONDENT: MARVIN N. GORDON, HOPGOOD, CALIMAFDE,
KALIL, ET AL., 60 EAST 42ND STREET, NEW YORK, NY 10165

1/9/16 (Item 16 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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03400316

CONFIDENCE

INTL CLASS: 10 (Medical Apparatus)
U.S. CLASS: 44 (Dental, Medical & Surgical Appliances)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged
GOODS/SERVICES: REUSABLE INCONTINENCE BRIEFS
SERIAL NO.: 73-400,316
REG. NO.: 1,506,980
REGISTERED: October 4, 1988
FIRST USE: July 19, 1982 (Intl Class 10)
FIRST COMMERCE: July 19, 1982 (Intl Class 10)
FILED: October 19, 1982
PUBLISHED: January 10, 1984
AFFIDAVIT SEC.: 8-15; December 30, 1994
ORIGINAL APPLICANT: BLESSINGS CORPORATION (Delaware Corporation),
66 E. 34TH ST., NEW YORK, NY (New York), 10016, USA (United
States of America)
OWNER AT PUBLICATION: BLESSINGS CORPORATION (Delaware
Corporation), 66 E. 34TH ST., NEW YORK, NY (New York), 10016,
USA (United States of America)
ORIGINAL REGISTRANT: BLESSINGS CORPORATION (Delaware Corporation)
, 66 E. 34TH ST., NEW YORK, NY (New York), 10016, USA (United
States of America)
1ST NEW OWNER ENTERED AFTER REGISTRATION: PAPER-PAK PRODUCTS,
TRADEMARK
REEL: 1756 FRAME: 0648

INC. (Washington Corporation), 1941 WHITE AVENUE, LA VERNE, CA
(California), 91750, USA (United States of America)
ASSIGNEE(S): PAPER-PAK PRODUCTS, INC. (Washington Corporation),
1941 WHITE AVENUE LA VERNE, CA 91750
Assignor(s): BLESSINGS CORPORATION (Delaware Corporation)
Reel/Frame: 1005/0280
Recorded: July 26, 1993
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): PAPER-PAK PRODUCTS, INC. (Delaware Corporation),
1941 WHITE AVENUE, LA VERNE, CA 91750
Assignor(s): PAPER-PAK PRODUCTS, INC. (Washington Corporation)
Reel/Frame: 1156/0268
Recorded: May 27, 1994
Brief: MERGER SEE RECORD FOR DETAILS
OPPOSITION ACTION: 69106
Filed: April 9, 1984
Outcome: TERMINATED
Date of Outcome: July 26, 1988
Opposing TM: Not Provided
Opposer: IPCO CORPORATION; WHITE PLAINS, NEW YORK
FILING CORRESPONDENT: HENRY M. BISSELL, 6820 LA TUERA BOULEVARD,
SUITE 106, LOS ANGELES, CA 90045-1991

1/9/17 (Item 17 from file: 226)
DIALOG(R) File 226: TRADEMARKSCAN(R) - US FED
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03347333

WEEKENDERS

INTL CLASS: 25 (Clothing)
U.S. CLASS: 39 (Clothing)
STATUS: Cancelled - Section 8
GOODS/SERVICES: DISPOSABLE DIAPERS
SERIAL NO.: 73-347,333
REG. NO.: 1,241,254
REGISTERED: June 7, 1983
FIRST USE: June 1, 1976 (Intl Class 25)
FIRST COMMERCE: June 1, 1976 (Intl Class 25)
FILED: January 26, 1982
PUBLISHED: March 15, 1983
CANCELLED IN OG: December 5, 1989
CANCELLATION RECORDED: October 27, 1989
CANCELLATION SEC.: 8
LAST LISTED OWNER: BLESSINGS CORPORATION, NEW YORK, N.Y.

1/9/18 (Item 18 from file: 226)
DIALOG(R) File 226: TRADEMARKSCAN(R) - US FED
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03193321

GERI-CARE

INTL CLASS: 10 (Medical Apparatus)
U.S. CLASS: 44 (Dental, Medical & Surgical Appliances)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged

TRADEMARK

REEL: 1756 FRAME: 0649

GOODS/SERVICES: REUSABLE UNDERPADS FOR INCONTINENT PATIENT CARE,
ADULT AND YOUTH INCONTINENT'S DIAPERS, GERIATRIC FEEDING BIBS,
DRAW SHEETS, AND WHEELCHAIR PADS

SERIAL NO.: 73-193,321

REG. NO.: 1,152,279

REGISTERED: April 28, 1981

FIRST USE: October 1, 1978 (Intl Class 10)

FIRST COMMERCE: October 1, 1978 (Intl Class 10)

FILED: November 28, 1978

PUBLISHED: February 3, 1981

AFFIDAVIT SEC.: 8-15; August 17, 1987

LAST LISTED OWNER: BLESSINGS CORPORATION, NEW YORK, N.Y.

ASSIGNEE(S): J.S.L.R. COMPANY, L.L.C. (Corporation), 252 WAGNER
STREETMIDDLESEX, NJ 08846

Assignor(s): BLESSINGS CORPORATION (Corporation)

Reel/Frame: 1252/0385

Recorded: December 8, 1994

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

ASSIGNEE(S): CHEMICAL BANK NEW JERSEY, N.A. (National
association), EAST 36 MIDLAND AVENUE, PARAMUS, NJ (New Jersey),
07652, USA (United States of America)

Assignor(s): GERI-CARE PRODUCTS, L.L.C. (New Jersey Limited
liability company)

Reel/Frame: 1256/0230

Recorded: December 2, 1994

Brief: TO CORRECT THE SERIAL NUMBERS PREVIOUSLY RECORDED ON
REEL 1209 FRAME 355. (SEE DOCUMENT FOR DETAILS)

1/9/19 (Item 19 from file: 226)
DIALOG(R) File 226: TRADEMARKSCAN(R) - US FED
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03130294

HOTLINE

INTL CLASS: 16 (Paper Goods & Printed Matter)
18 (Leather Goods)

U.S. CLASS: 3 (Baggage, Animal Equipment, Portfolios,
Pocketbooks)
37 (Paper & Stationery)

STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged

GOODS/SERVICES: LOOSE-LEAF BINDERS, FOLDERS, PORTFOLIOS,
CLIPBOARDS AND PAD HOLDERS; TOTE BAGS AND BACK PACKS

SERIAL NO.: 73-130,294

REG. NO.: 1,099,496

REGISTERED: August 15, 1978

FIRST USE: March 13, 1969 (Intl Class 16)

March 13, 1969 (Intl Class 18)

FIRST COMMERCE: March 13, 1969 (Intl Class 16)

March 13, 1969 (Intl Class 18)

FILED: May 27, 1977

PUBLISHED: May 23, 1978

AFFIDAVIT SEC.: 8-15; November 1, 1984

LAST LISTED OWNER: S. I. JACOBSON MFG. CO., CHICAGO, ILL.

ASSIGNEE(S): J.S.L.R. COMPANY, L.L.C. (Corporation), 252 WAGNER
STREETMIDDLESEX, NJ 08846

TRADEMARK

REEL: 1756 FRAME: 0650

Assignor(s): BLESSINGS CORPORATION (Corporation)
Reel/Frame: 1252/0385
Recorded: December 8, 1994
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

1/9/20 (Item 20 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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03058375

BLESSINGS

INTL CLASS: 37 (Construction & Repair Services)
U.S. CLASS: 103 (Construction & Repair Services)
STATUS: Registered; Section 8 & 15 - Accepted & Acknowledged
GOODS/SERVICES: DIAPER SERVICE
SERIAL NO.: 73-058,375
REG. NO.: 1,076,632
REGISTERED: November 1, 1977
FIRST USE: July 1975 (Intl Class 37)
FIRST COMMERCE: July 1975 (Intl Class 37)
FILED: July 22, 1975
PUBLISHED: July 12, 1977
AFFIDAVIT SEC.: 8-15; December 19, 1983
LAST LISTED OWNER: BLESSINGS CORPORATION, NEW YORK, N.Y.

1/9/21 (Item 21 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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DIAGARD

02385589 * TRADEMARK IMAGE AVAILABLE *
and Design
INTL CLASS: 3 (Cosmetics & Cleaning Preparations)
U.S. CLASS: 6 (Chemicals & Chemical Compositions)
STATUS: Expired
GOODS/SERVICES: FABRIC SOFTENERS
SERIAL NO.: 72-385,589
REG. NO.: 945,539
REGISTERED: October 24, 1972
FIRST USE: June 24, 1970 (U.S. Class 6)
FIRST COMMERCE: June 24, 1970 (U.S. Class 6)
FILED: March 5, 1971
PUBLISHED: August 8, 1972
AFFIDAVIT SEC.: 8-15
ORIGINAL REGISTRANT: ASSOCIATED BABY SERVICES, INC. (Delaware Corporation), 149 MADISON AVE., NEW YORK, NY (New York), USA (United States of America)
ASSIGNEE(S): BLESSINGS CORPORATION
Assignor(s): ASSOCIATED BABY SERVICES, INCORPORATED
Reel/Frame: 0225/0529
Recorded: September 15, 1972
Brief: CHANGE OF NAME EFFECTIVE JUL. 26, 1972
ASSIGNEE(S): BLESSINGS CORPORATION (Delaware Corporation), 66 EAST 34TH STREET, NEW YORK CITY, NY (New York), USA (United States of America)

TRADEMARK
REEL: 1756 FRAME: 0651

Assignor(s): ASSOCIATED BABY SERVICES, INC. (New York Corporation), 66 EAST 34TH STREET, NEW YORK CITY, NY (New York), USA (United States of America)
Reel/Frame: 0309/0433
Acknowledged: April 27, 1977
Recorded: June 13, 1977
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): BLESSINGS CORPORATION
Assignor(s): ASSOCIATED BABY SERVICES, INCORPORATED
Reel/Frame: 0326/0238
Recorded: May 8, 1978
Brief: CHANGE OF NAME EFFECTIVE JUL. 26, 1972
OTHER U.S. REGISTRATIONS: 0872356

DESIGN CODES:

30 (STYLIZED LETTERS & NUMERALS)
3001 (STYLIZED LETTERS)
300104 (D)
3005 (STYLIZED LETTER OR NUMERAL DESCRIPTIONS)
300501 (SINGLE LETTER OR NUMERAL STANDING ALONE)
300508 (GEOMETRIC FIGURES, HUMANS, ANIMALS, PLANTS OR OBJECTS FORMING LETTERS OR NUMERALS)
27 (FORMS OF WRITING)
2703 (DESIGN ELEMENTS FORMING LETTERS OR NUMERALS, INCLUDING PUNCTUATION)
270301 (GEOMETRIC FIGURES FORMING LETTERS OR NUMERALS)
26 (GEOMETRIC FIGURES & SOLIDS)
2605 (TRIANGLES)
260511 (TRIANGLES WITH ONE OR MORE ROUNDED CORNERS)
260512 (TRIANGLES WITH ONE OR MORE OTHER CORNER ALTERATIONS)
260516 (TRIANGLES WITH ONE OR MORE PROTRUSIONS)
260537 (TRIANGLES THAT ARE COMPLETELY OR PARTIALLY SHADED)
01 (CELESTIAL BODIES, NATURAL PHENOMENA, GEOGRAPHICAL MAPS)
0115 (NATURAL PHENOMENA)
011508 (DROPS, INCLUDING RAINDROPS & TEARDROPS)

1/9/22 (Item 22 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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DIAGARD 02376548 * TRADEMARK IMAGE AVAILABLE *
and Design
INTL CLASS: 5 (Pharmaceuticals)
U.S. CLASS: 6 (Chemicals & Chemical Compositions)
STATUS: Expired
GOODS/SERVICES: DIAPER DEODORANTS
SERIAL NO.: 72-376,548
REG. NO.: 945,001
REGISTERED: October 17, 1972
FIRST USE: June 24, 1970 (U.S. Class 6)
FIRST COMMERCE: June 24, 1970 (U.S. Class 6)
FILED: November 19, 1970
PUBLISHED: August 1, 1972
AFFIDAVIT SEC.: 8-15
ORIGINAL REGISTRANT: ASSOCIATED BABY SERVICES, INC. (Delaware
TRADEMARK
REEL: 1756 FRAME: 0652

Corporation), 149 MADISON AVE., NEW YORK, NY (New York), 10016,
USA (United States of America)

ASSIGNEE(S): BLESSINGS CORPORATION

Assignor(s): ASSOCIATED BABY SERVICES, INCORPORATED

Reel/Frame: 0225/0529

Recorded: September 15, 1972

Brief: CHANGE OF NAME EFFECTIVE JUL. 26, 1972

ASSIGNEE(S): BLESSINGS CORPORATION (Delaware Corporation), 66
EAST 34TH STREET, NEW YORK CITY, NY (New York), USA (United
States of America)

Assignor(s): ASSOCIATED BABY SERVICES, INC. (New York
Corporation), 66 EAST 34TH STREET, NEW YORK CITY, NY (New York)
, USA (United States of America)

Reel/Frame: 0309/0433

Acknowledged: April 27, 1977

Recorded: June 13, 1977

Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

ASSIGNEE(S): BLESSINGS CORPORATION

Assignor(s): ASSOCIATED BABY SERVICES, INCORPORATED

Reel/Frame: 0326/0238

Recorded: May 8, 1978

Brief: CHANGE OF NAME EFFECTIVE JUL. 26, 1972

OTHER U.S. REGISTRATIONS: 0872356

DESIGN CODES:

30 (STYLIZED LETTERS & NUMERALS)
3001 (STYLIZED LETTERS)
300104 (D)
3005 (STYLIZED LETTER OR NUMERAL DESCRIPTIONS)
300501 (SINGLE LETTER OR NUMERAL STANDING ALONE)
300508 (GEOMETRIC FIGURES, HUMANS, ANIMALS, PLANTS OR OBJECTS
FORMING LETTERS OR NUMERALS)
27 (FORMS OF WRITING)
2703 (DESIGN ELEMENTS FORMING LETTERS OR NUMERALS, INCLUDING
PUNCTUATION)
270301 (GEOMETRIC FIGURES FORMING LETTERS OR NUMERALS)
26 (GEOMETRIC FIGURES & SOLIDS)
2605 (TRIANGLES)
260511 (TRIANGLES WITH ONE OR MORE ROUNDED CORNERS)
260512 (TRIANGLES WITH ONE OR MORE OTHER CORNER ALTERATIONS)
260516 (TRIANGLES WITH ONE OR MORE PROTRUSIONS)
260537 (TRIANGLES THAT ARE COMPLETELY OR PARTIALLY SHADED)
01 (CELESTIAL BODIES, NATURAL PHENOMENA, GEOGRAPHICAL
MAPS)
0115 (NATURAL PHENOMENA)
011508 (DROPS, INCLUDING RAINDROPS & TEARDROPS)

1/9/23 (Item 23 from file: 226)

DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED

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02300049 * TRADEMARK IMAGE AVAILABLE *

DIAGARD D Stylized Letters

INTL CLASS: 37 (Construction & Repair Services)

U.S. CLASS: 103 (Construction & Repair Services)

STATUS: Expired

TRADEMARK

REEL: 1756 FRAME: 0653

GOODS/SERVICES: DIAPER SERVICES
SERIAL NO.: 72-300,049
REG. NO.: 872,356
REGISTERED: July 1, 1969
FIRST USE: May 15, 1968 (U.S. Class 103)
FIRST COMMERCE: May 15, 1968 (U.S. Class 103)
FILED: June 10, 1968
PUBLISHED: April 15, 1969
EXPIRED: July 1, 1989
AFFIDAVIT SEC.: 8-15
ORIGINAL REGISTRANT: ASSOCIATED BABY SERVICES, INC. (Delaware Corporation), 149 MADISON AVE., NEW YORK, NY (New York), 10016, USA (United States of America)
ASSIGNEE(S): BLESSINGS CORPORATION
Assignor(s): ASSOCIATED BABY SERVICES, INCORPORATED
Reel/Frame: 0225/0529
Recorded: September 15, 1972
Brief: CHANGE OF NAME EFFECTIVE JUL. 26, 1972
ASSIGNEE(S): BLESSINGS CORPORATION (Delaware Corporation), 66 EAST 34TH STREET, NEW YORK CITY, NY (New York), USA (United States of America)
Assignor(s): ASSOCIATED BABY SERVICES, INC. (New York Corporation), 66 EAST 34TH STREET, NEW YORK CITY, NY (New York), USA (United States of America)
Reel/Frame: 0309/0433
Acknowledged: April 27, 1977
Recorded: June 13, 1977
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
DESIGN CODES:
30 (STYLIZED LETTERS & NUMERALS)
3001 (STYLIZED LETTERS)
300104 (D)
3005 (STYLIZED LETTER OR NUMERAL DESCRIPTIONS)
300501 (SINGLE LETTER OR NUMERAL STANDING ALONE)

1/9/24 (Item 24 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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02031404 * TRADEMARK IMAGE AVAILABLE *
BABY TALK Stylized Letters
INTL CLASS: 16 (Paper Goods & Printed Matter)
U.S. CLASS: 38 (Prints & Publications)
STATUS: Renewed
GOODS/SERVICES: MAGAZINE
SERIAL NO.: 72-031,404
REG. NO.: 661,932
REGISTERED: May 20, 1958
FIRST USE: December 1, 1935 (U.S. Class 38)
FIRST COMMERCE: December 1, 1935 (U.S. Class 38)
FILED: June 5, 1957
PUBLISHED: March 4, 1958
RENEWAL FILED: February 11, 1998
AFFIDAVIT SEC.: 8-15
ORIGINAL REGISTRANT: LEAM CORPORATION (New York Corporation), NEW
TRADEMARK
REEL: 1756 FRAME: 0654

YORK, NY (New York), USA (United States of America)
3RD NEW OWNER ENTERED AFTER REGISTRATION: PARENTING UNLIMITED
INC. (Delaware Corporation), 1325 AVENUE OF THE AMERICAS, NEW
YORK, NY (New York), 10019, USA (United States of America)
RENEWAL OWNER: BLESSINGS CORP., NEW YORK, N.Y.
Renewed: May 20, 1978
ASSIGNEE(S): BLESSINGS CORPORATION (Delaware Corporation), 66
EAST 34TH STREET, NEW YORK, NY (New York), USA (United States
of America)
Assignor(s): LEAM CORPORATION (Delaware Corporation), 66 EAST
34TH STREET, NEW YORK, NY (New York), USA (United States of
America)
Reel/Frame: 0290/0912
Acknowledged: July 27, 1976
Recorded: July 29, 1976
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): BLESSINGS CORPORATION (Delaware Corporation), 66 E.
34TH ST., NEW YORK, NY (New York), USA (United States of
America)
Assignor(s): LEAM CORPORATION (New York Corporation), 66 E.
34TH ST., NEW YORK, NY (New York), USA (United States of
America)
Reel/Frame: 0380/0602
Acknowledged: July 27, 1976
Recorded: November 20, 1980
Brief: RE-RECORD OF AN INSTRUMENT RECORDED JULY 29, 1976, REEL
290, FRAME 912, TO CORRECT THE HABITAT OF THE ASSIGNOR
ASSIGNEE(S): PARENTING UNLIMITED ACQUISITION CORPORATION
(Delaware Corporation), 185 MADISON AVE., NEW YORK, NY (New
York), USA (United States of America)
Assignor(s): BLESSINGS CORPORATION (Delaware Corporation), 645
MARTINSVILLE ROAD, LIBERTY CORNER, NJ (New Jersey), 07938, USA
(United States of America)
Reel/Frame: 0564/0454
Acknowledged: May 5, 1987
Recorded: June 4, 1987
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): NATIONAL WESTMINSTER BANK USA (A national banking
association)
Assignor(s): PARENTING UNLIMITED ACQUISITION CORP. (Delaware
Corporation)
Reel/Frame: 0565/0894
Acknowledged: June 15, 1987
Recorded: June 16, 1987
Brief: SECURITY INTEREST
ASSIGNEE(S): PARENTING UNLIMITED INC. (Delaware Corporation), 636
AVENUE OF THE AMERICAS, NEW YORK, NY (New York), 10001, USA
(United States of America)
Assignor(s): PARENTING UNLIMITED ACQUISITION CORP. (Delaware
Corporation), 636 AVENUE OF AMERICAS, NEW YORK, NY (New York),
10001, USA (United States of America)
Reel/Frame: 0716/0971
Recorded: June 11, 1990
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
FILING CORRESPONDENT: ROBERT T SCHERER, TIME WARNER INC, 75
ROCKEFELLER PLZ, NEW YORK NY 10019

TRADEMARK

REEL: 1756 FRAME: 0655

1/9/25 (Item 25 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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01603002 * TRADEMARK IMAGE AVAILABLE *
BLESSINGS Stylized Letters
INTL CLASS: 25 (Clothing)
U.S. CLASS: 39 (Clothing)
STATUS: Expired
GOODS/SERVICES: ABSORBENT PADS FOR USE AS DIAPERS
SERIAL NO.: 71-603,002
REG. NO.: 553,115
REGISTERED: January 8, 1952
FIRST USE: August 28, 1950 (U.S. Class 39)
FIRST COMMERCE: August 28, 1950 (U.S. Class 39)
FILED: August 31, 1950
PUBLISHED: October 16, 1951
AFFIDAVIT SEC.: 8-15
ORIGINAL REGISTRANT: CRANE, SIGMUND (United States Individual),
25 EAST 77TH STREET, NEW YORK, NY (New York), USA (United
States of America)
RENEWAL OWNER: BLESSINGS, INC., BOUND BROOK, N.J.
Renewed: January 8, 1972
ASSIGNEE(S): BLESSINGS, INCORPORATED (Delaware Corporation), 149
MADISON AVE., NEW YORK, NY (New York), USA (United States of
America)
Assignor(s): CRANE, SIGMUND.
Reel/Frame: 0020/0378
Acknowledged: September 3, 1953
Recorded: August 20, 1956
Brief: ASSIGNS THE WHOLE INTEREST, TOGETHER WITH THAT PART OF
THE GOOD WILL OF THE BUSINESS CONNECTED WITH THE USE OF SAID
MARK.
ASSIGNEE(S): BLESSINGS CORPORATION, 66 EAST 34TH STREET, NEW YORK
CITY, NY (New York), USA (United States of America)
Assignor(s): BLESSINGS INCORPORATED, 66 EAST 34TH STREET, NEW
YORK CITY, NY (New York), USA (United States of America)
Reel/Frame: 0304/0826
Acknowledged: February 24, 1977
Recorded: March 22, 1977
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL

1/9/26 (Item 26 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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01593407 * TRADEMARK IMAGE AVAILABLE *
GENERAL DIAPER SERVICE and Design
INTL CLASS: 37 (Construction & Repair Services)
U.S. CLASS: 103 (Construction & Repair Services)
STATUS: Renewed
GOODS/SERVICES: DIAPER LAUNDERING SERVICE-NAMELY, THE COLLECTION
OF SOILED DIAPERS, THE LAUNDERING THEREOF AND THE DELIVERY OF
TRADEMARK
REEL: 1756 FRAME: 0656

FRESH SUPPLIES OF DIAPERS
SERIAL NO.: 71-593,407
REG. NO.: 562,051
REGISTERED: July 22, 1952
FIRST USE: August 10, 1935 (U.S. Class 103)
FIRST COMMERCE: August 10, 1935 (U.S. Class 103)
FILED: March 4, 1950
PUBLISHED: April 22, 1952
RENEWAL FILED: July 16, 1992
RENEWED IN OG: July 8, 1997
AFFIDAVIT SEC.: 8-15
ORIGINAL REGISTRANT: GENERAL DIAPER SERVICE CORP. (New York Corporation), 79-55 ALBION STREET, ELMHURST, NEW YORK, NY (New York), USA (United States of America)
2ND NEW OWNER ENTERED AFTER REGISTRATION: GENERAL HEALTH CARE CORP. (New Jersey Corporation), 200 CENTENNIAL AVENUE, PISCATAWAY, NJ (New Jersey), 08854, USA (United States of America)
RENEWAL OWNER: SAME EXCEPT ELMHURST, N.Y.
Renewed: July 22, 1972
RENEWAL OWNER: GENERAL HEALTH CARE CORP. (New Jersey Corporation), 200 CENTENNIAL AVENUE, PISCATAWAY, NJ (New Jersey), 08854, USA (United States of America)
Renewed: July 22, 1992
ASSIGNEE(S): BLESSINGS CORPORATION (Delaware Corporation), 66 EAST 34TH STREET, NEW YORK CITY, NY (New York), USA (United States of America)
Assignor(s): GENERAL DIAPER SERVICE CORP. (New York Corporation), 66 EAST 34TH STREET, NEW YORK CITY, NY (New York), USA (United States of America)
Reel/Frame: 0307/0118
Acknowledged: April 29, 1977
Recorded: May 4, 1977
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
ASSIGNEE(S): SKETCHLEY DIAPER SERVICES, INC., 45 KNIGHTSBRIDGE RD., PISCATAWAY, NJ (New Jersey), 08854, USA (United States of America)
Assignor(s): BLESSINGS CORPORATION, 45 KNIGHTSBRIDGE RD., PISCATAWAY, NJ (New Jersey), USA (United States of America)
Reel/Frame: 0463/0213
Acknowledged: March 26, 1984
Recorded: April 3, 1984
Brief: ASSIGNS THE ENTIRE INTEREST AND GOOD WILL
DISCLAIMS: APPLICANT DISCLAIMS THE WORD "DIAPER SERVICES" APART FROM THE AS SHOWN.
LINING: THE DRAWING IS LINED FOR BLUE.
OTHER U.S. REGISTRATIONS: 0338309
FILING CORRESPONDENT: MARVIN N GORDON, HOPGOOD CALIMAFDE KALIL ET AL, 60 E 42ND ST, NEW YORK NY 10165
DESIGN CODES:
26 (GEOMETRIC FIGURES & SOLIDS)
2611 (RECTANGLES)
261110 (RECTANGLES UNALTERED)
261137 (RECTANGLES THAT ARE COMPLETELY OR PARTIALLY SHADED)
02 (HUMAN BEINGS)
0203 (REPRESENTATIONS OF HUMANS)
020304 (STYLIZED REPRESENTATIONS)

TRADEMARK

REEL: 1756 FRAME: 0657

0207 (HUMAN DRESS, ATTIRE OR APPEARANCE)
020735 (PEOPLE ARMED WITH KNIVES, SWORDS, SPEARS, BOWS &
SHIELDS)
020731 (SOLDIERS, PEOPLE IN MILITARY UNIFORMS)
0209 (HUMAN ACTIVITIES)
020924 (RUNNING)
0201 (TYPES OF HUMANS (AGE, SEX))
020103 (BOYS)

1/9/27 (Item 1 from file: 246)
DIALOG(R) File 246:TRADEMARKSCAN(R)-U.S. STATE
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01108746
GENERAL DIAPER SERVICE
T&T INTL CLASS: 42 (Miscellaneous Service Marks)
T&T U.S. CLASS: 100 (Miscellaneous Service Marks)
STATE: Massachusetts
STATUS: Not Renewed
GOODS/SERVICES: RETAIL SALES OF DIAPER SERVICE TO PUBLIC
REG. NO.: 28,274
REGISTERED: December 13, 1977
FIRST USE IN STATE: May 1, 1977
REGISTRANT(S): BLESSINGS CORPORATION, (A Delaware Corporation),
DBA GENERAL DIAPER SERVICE, 66 EAST 34TH STREET, NEW YORK, NY
(New York), 10016
MANNER OF DISPLAY: ON DOCUMENTS, WRAPPERS, OR ARTICLES
FILING CORRESPONDENT: IRWIN A. SNYDER, 265 CHURCH STREET, NEW
HAVEN, CT (Connecticut), 06510

1/9/28 (Item 2 from file: 246)
DIALOG(R) File 246:TRADEMARKSCAN(R)-U.S. STATE
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01108745
BLESSING DIAPER SERVICE
T&T INTL CLASS: 42 (Miscellaneous Service Marks)
T&T U.S. CLASS: 100 (Miscellaneous Service Marks)
STATE: Massachusetts
STATUS: Not Renewed
GOODS/SERVICES: RETAIL SALES OF DIAPER SERVICE TO PUBLIC
REG. NO.: 28,273
REGISTERED: December 13, 1977
FIRST USE IN STATE: April 26, 1964
REGISTRANT(S): BLESSINGS CORPORATION, (A Delaware Corporation),
DBA BLESSING DIAPER SERVICE, 66 EAST 34TH STREET, NEW YORK, NY
(New York), 10016
MANNER OF DISPLAY: ON DOCUMENTS, WRAPPERS, OR ARTICLES.
FILING CORRESPONDENT: IRVIN A. SNYDER, 265 CHURCH STREET, NEW
HAVEN, CT (Connecticut), 06510

1/9/29 (Item 3 from file: 246)
DIALOG(R) File 246:TRADEMARKSCAN(R)-U.S. STATE

TRADEMARK
REEL: 1756 FRAME: 0658

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00177958

ADVANCED COMPOUNDING SERVICES Stylized Letters
T&T INTL CLASS: 40 (Material Treatment Services)
T&T U.S. CLASS: 106 (Material Treatment Services)
STATE: Connecticut
STATUS: Registered
GOODS/SERVICES: RESIN COMPOUNDING - A PROCESS BY WHICH ADDITIVES
 ARE BLENDED WITH VARIOUS GRADES OF PLASTICS IN ORDER TO
 MANUFACTURE PLASTIC PRODUCTS
REG. NO.: 7,268
REGISTERED: August 19, 1988
FIRST USE IN STATE: November 7, 1986
FIRST USE ANYWHERE: November 7, 1986
REGISTRANT(S): BLESSINGS CORPORATION, 617 WEST JOHNSON AVENUE,
 CHESHIRE, COUNTY OF NEW YORK, CT (Connecticut), 06410
DISCLAIMS: "COMPOUNDING"
MANNER OF DISPLAY: ADVERTISEMENTS IN TRADE JOURNALS

1/9/30 (Item 4 from file: 246)
DIALOG(R) File 246:TRADEMARKSCAN(R)-U.S. STATE
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00013733
BLESSINGS HEALTH CARE
T&T INTL CLASS: 16 (Paper Goods & Printed Matter)
T&T U.S. CLASS: 5 (Adhesives)
37 (Paper & Stationery)
38 (Prints & Publications)
STATE: Arizona
STATUS: Registered
MARK TYPE: Tradename
GOODS/SERVICES: PRINTS AND PUBLICATIONS
REG. NO.: 46,670
REGISTERED: March 16, 1983
REGISTRANT(S): BLESSINGS CORP DY DEE SVC DIV PHOENIX, AZ
(Arizona)

SYSTEM:OS - DIALOG OneSearch
 File 226:TRADEMARKSCAN(R)-US FED OG980428/AP980311
 (c) 1998 Thomson & Thomson
 *File 226: Preliminary Records through 03/26/98 *
 File 246:TRADEMARKSCAN(R)-U.S. STATE 1998/Apr 29
 (c) 1998 Thomson & Thomson

*Edison Plastics
 International
 Inc.*

TRADEMARKS

Set Items Description
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? e ow=edison p

Ref	Items	Index-term
E1	1	OW=EDISON LUGGAGE & HANDBAGS CO., INC.
E2	2	OW=EDISON LUGGAGE AND HANDBAG CO., INC.
E3	0	*OW=EDISON P
E4	2	OW=EDISON PAGEANT OF LIGHT INC
E5	2	OW=EDISON PAGEANT OF LIGHT, INC.
E6	3	OW=EDISON PAGEANT OF LIGHT, INC., FT. MYERS, FLA.
E7	1	OW=EDISON PHARMACEUTICAL CO. INC., NEW YORK, N.Y.
E8	1	OW=EDISON PHARMACEUTICAL CO., INC., NEW YORK, N.Y.
E9	3	OW=EDISON PHARMACEUTICAL COMPANY, INC.
E10	1	OW=EDISON PLASTICS A DIVISION OF BLESSINGSCORP.
E11	4	OW=EDISON PLASTICS, A DIVISION OF BLESSINGS CORP.
E12	2	OW=EDISON POLYMER INNOVATION CORPORATION

? s e10,e11

	1	OW=EDISON PLASTICS A DIVISION OF BLESSINGSCORP.
	4	OW=EDISON PLASTICS, A DIVISION OF BLESSINGS CORP.
S2	5	E10,E11

2/9/1 (Item 1 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
(c) 1998 Thomson & Thomson. All rts. reserv.

05451597

EDIGARD

INTL CLASS: 10 (Medical Apparatus)
U.S. CLASS: 44 (Dental, Medical & Surgical Appliances)
STATUS: Pending; Preliminary Drawing Page Data
GOODS/SERVICES: PERMEABLE PLASTIC FILMS FOR MEDICAL USE.
SERIAL NO.: 75-451,597
FILED: March 17, 1998
ORIGINAL APPLICANT: EDISON PLASTICS, A DIVISION OF BLESSINGS
CORP., 230 ENTERPRISE DRIVE, NEWPORT NEWS, VA (Virginia),
23603, USA (United States of America)

2/9/2 (Item 2 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
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05451583

OPTIFRESH

INTL CLASS: 16 (Paper Goods & Printed Matter)
U.S. CLASS: 5 (Adhesives)
37 (Paper & Stationery)
38 (Prints & Publications)
STATUS: Pending; Preliminary Drawing Page Data
GOODS/SERVICES: PLASTIC FILMS USED AS PACKAGED FOR FOOD.
SERIAL NO.: 75-451,583
FILED: March 17, 1998
ORIGINAL APPLICANT: EDISON PLASTICS, A DIVISION OF BLESSINGS
CORP., 230 ENTERPRISE DRIVE, NEWPORT NEWS, VA (Virginia),
23603, USA (United States of America)

2/9/3 (Item 3 from file: 226)
DIALOG(R)File 226:TRADEMARKSCAN(R)-US FED
(c) 1998 Thomson & Thomson. All rts. reserv.

05368638

EDISON PLASTICS A DIVISION OF BLESSINGS CORPORATION

INTL CLASS: 17 (Rubber Goods)
U.S. CLASS: 1 (Raw Or Partly Prepared Materials)
5 (Adhesives)
12 (Construction Materials)
13 (Hardware, Plumbing, Steam-fitting Supplies)
35 (Belting, Hoses, Machines Packing, Nonmetallic
Tire)
50 (Merchandise Not Otherwise Classified)
STATUS: Pending; New Application - Record Initialized Not
Assigned to Examiner; Intent to Use - Application; Intent To
Use - Current
GOODS/SERVICES: PLASTIC FILMS
SERIAL NO.: 75-368,638
FILED: October 6, 1997

TRADEMARK
REEL: 1756 FRAME: 0662

ORIGINAL APPLICANT: EDISON PLASTICS, A DIVISION OF BLESSINGS
CORP. (Virginia Corporation), 230 ENTERPRISE DRIVE, NEWPORT
NEWS, VA (Virginia), 23603, USA (United States of America)
FILING CORRESPONDENT: PAUL W KRUSE, PILLSBURY MADISON & SUTRO,
1100 NEW YORK AVE NW 9TH FL, WASHINGTON DC 20005

2/9/4 (Item 4 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
(c) 1998 Thomson & Thomson. All rts. reserv.

05352069

EDISEAL

INTL CLASS: 17 (Rubber Goods)
U.S. CLASS: 1 (Raw Or Partly Prepared Materials)
5 (Adhesives)
12 (Construction Materials)
13 (Hardware, Plumbing, Steam-fitting Supplies)
35 (Belting, Hoses, Machines Packing, Nonmetallic
Tire)
50 (Merchandise Not Otherwise Classified)

STATUS: Pending; New Application - Record Initialized Not
Assigned to Examiner; Intent to Use - Application; Intent To
Use - Current

GOODS/SERVICES: SEALABLE PLASTIC PACKAGING FILMS

SERIAL NO.: 75-352,069

FILED: September 5, 1997

ORIGINAL APPLICANT: EDISON PLASTICS A DIVISION OF BLESSINGSCORP.
(Virginia Corporation), 230 ENTERPRISE DRIVE, NEWPORT NEWS, VA
(Virginia), 23603, USA (United States of America)
FILING CORRESPONDENT: PAUL W KRUSE, PILLSBURY MADISON & SUTRO LLP
, 1100 NEW YORK AVE NW 9TH FL, WASHINGTON DC 20005-3918

2/9/5 (Item 5 from file: 226)
DIALOG(R) File 226:TRADEMARKSCAN(R)-US FED
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05307167

YIELDMASTER

INTL CLASS: 17 (Rubber Goods)
U.S. CLASS: 1 (Raw Or Partly Prepared Materials)
5 (Adhesives)
12 (Construction Materials)
13 (Hardware, Plumbing, Steam-fitting Supplies)
35 (Belting, Hoses, Machines Packing, Nonmetallic
Tire)
50 (Merchandise Not Otherwise Classified)

STATUS: Pending-Published for Opposition;
Publication/Registration Review Complete; Intent to Use -
Application; Intent To Use - Current

GOODS/SERVICES: PLASTIC MULCH FILM FOR AGRICULTURAL USE

SERIAL NO.: 75-307,167

FILED: June 11, 1997

PUBLISHED: April 21, 1998

ORIGINAL APPLICANT: EDISON PLASTICS, A DIVISION OF BLESSINGS
TRADEMARK

REEL: 1756 FRAME: 0663

CORP. (Virginia Corporation), 230 ENTERPRISE DRIVE, NEWPORT
NEWS, VA (Virginia), 23603, USA (United States of America)
FILING CORRESPONDENT: PAUL W KRUSE, PILLSBURY MADISON & SUTRO LLP
, 1100 NEW YORK AVE 9TH FL, WASHINGTON DC 20005-3918

TRADEMARK
REEL: 1756 FRAME: 0664

PERFECTION CERTIFICATE
(Huntsman Packaging Corporation as of Restatement Date)

Reference is made to (a) the Credit Agreement dated as of September 30, 1997, as amended and restated as of May 14, 1998 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Huntsman Packaging Corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), The Chase Manhattan Bank, as issuing bank (in such capacity, the "Issuing Bank"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and Collateral Agent, and (b) the Guarantee Agreement dated as of September 30, 1997, as amended and restated as of May ____, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Guarantors and the Collateral Agent.

The undersigned, a Financial Officer and a Legal Officer, respectively, of the Borrower, hereby certify to the Collateral Agent and each other Secured Party as follows:

1. Names. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

<u>Name</u>	<u>State of Incorporation</u>
Huntsman Packaging Corporation	Utah
Huntsman Deerfield Films Corporation	Massachusetts
Huntsman United Films Corporation	Georgia
Huntsman Preparatory, Inc.	Utah
Huntsman Container Corporation International	Utah
Huntsman Packaging Georgia, Inc.	Georgia
Huntsman Film Products of Mexico, Inc.	Utah
Huntsman Bulk Packaging Corporation	Utah
Huntsman Packaging of Canada, LLC	Utah

(b) Set forth below is each other corporate name each Grantor has had since the Effective Date, together with the date of the relevant change:

No other corporate names

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way since the Effective Date. Changes identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction or corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time since the Effective Date:

Huntsman Packaging Corporation (asset acquisition of CT Film, a division of Rexene Corporation)	9/30/97
Huntsman Packaging Corporation Huntsman Packaging of Canada, LLC (asset acquisition of Ellehammer Industries Ltd. and Ellehammer Packaging Inc.)	3/12/98

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

<u>Name</u>	<u>FEIN</u>
Huntsman Packaging Corporation	87-0496065
Huntsman Deerfield Films Corporation	04-2162223
Huntsman United Films Corporation	58-1783013
Huntsman Preparatory, Inc.	87-0563872
Huntsman Container Corporation International	87-0473075
Huntsman Packaging Georgia, Inc.	87-0558537
Huntsman Film Products of Mexico, Inc.	87-0500805
Huntsman Bulk Packaging Corporation	87-0529726
Huntsman Packaging of Canada, LLC	87-0580929

2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing List</u>	<u>County</u>	<u>State</u>
Huntsman Packaging Corporation	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Deerfield Films Corporation	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman United Films Corporation	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Preparatory, Inc.	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Container Corporation International	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Packaging Georgia, Inc.	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah

<u>Grantor</u>	<u>Mailing List</u>	<u>County</u>	<u>State</u>
Huntsman Film Products of Mexico, Inc.	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Bulk Packaging Corporation	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Packaging of Canada, LLC	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts receivable (with each location at which chattel paper, if any, is kept being indicated by an "*"):

<u>Grantor</u>	<u>Mailing List</u>	<u>County</u>	<u>State</u>
Huntsman Packaging Corporation	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Deerfield Films Corporation	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman United Films Corporation	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Preparatory, Inc.	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Container Corporation International	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Packaging Georgia, Inc.	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Film Products of Mexico, Inc.	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Bulk Packaging Corporation	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah
Huntsman Packaging of Canada, LLC	500 Huntsman Way Salt Lake City, UT 84108	Salt Lake	Utah

(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

<u>Grantor</u>	<u>Mailing List</u>	<u>County</u>	<u>State</u>
Huntsman Packaging Corporation	Administration Office/ R&D Facility 3575 Forest Lake Drive Uniontown, Ohio 44685	Stark	Ohio
	Merced Plant 386 North Tower Road Merced, California 95340	Merced	California
	Calhoun Plant 1655 Highway 41 S.W. Calhoun, Georgia 30701	Gordon	Georgia
	Bowling Green Plant 5 Memphis Junction Road P.O. Box 149 Bowling Green, Kentucky 42102	Warren	Kentucky
	Carrollton Plant 750 Garfield Avenue Carrollton, Ohio 44615	Carroll	Ohio
	Lewisburg Plant P.O. Box 1827 851 Garrett Parkway Lewisburg, Tennessee 37091	Marshall	Tennessee
	Birmingham Plant 2700 7th Avenue, North Birmingham, Alabama 35203	Jefferson	Alabama
	Rochester Plant 200 East Main Street Macedona, New York 14502	Wayne	New York
	Seattle Plant 8039 South 192 nd Street Kent, Washington 98032-2162	King	Washington
	Chippewa Falls Plant 1701 First Avenue Chippewa Falls, Wisconsin 54729	Chippewa	Wisconsin
Clearfield Plant Freeport Business Center Building M-9 P.O. Box 160370 Clearfield, Utah 84015	Davis	Utah	

<u>Grantor</u>	<u>Mailing List</u>	<u>County</u>	<u>State</u>
	Administration Office 1515 Woodfield Road Suite 600 Schaumburg, Illinois	Cook	Illinois
	Administration Office 5005 LBJ Freeway Suite 450 Dallas, Texas 75244	Dallas	Texas
	Dalton Plant 109 Poly-Pac Drive Dalton, Georgia 30720	Whitfield	Georgia
	Harrington Plant Route 2 Box 67 299 Ckukey Drive Harrington, Delaware 19952	Kent	Delaware
	Olympia Plant 31399 Furguson Court SW Olympia, Washington 98512	Thurston	Washington
Huntsman Packaging of Canada, LLC	Langley Plant 20146-100A Avenue Langley, British Columbia V3A 4P8 Canada		British Columbia, Canada
Huntsman United Films Corporation	Film Plant County Road 1250 North Rural Route #2 P.O. Box 308 Odon, Indiana 47562	Daviess	Indiana
	Additional Office 107 North College Avenue Bloomington, Indiana 47404	McLean	Indiana
	Film Plant 4100 Profile Parkway P.O. Box 6988 Bloomington, Indiana 47404	McLean	Indiana
Huntsman Deerfield Films Corporation (f/k/a Deerfield Plastics Co., Inc.)	10 Greenfield Road South Deerfield, Massachesetts 01373	Franklin	Massachusetts
	1330 Lebanon Road Danville, Kentucky 40422	Boyle	Kentucky

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

NONE

3. Unusual Transactions. All Accounts receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. File Search Reports. Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. UCC Filings. Duly signed financing statements of form UCC-1 in substantially the form of Schedule 5 hereto have been filed or prepared for filing in the uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. Filing Fees. All filing fees and taxes payable in connection with the filings described in Section 5 above have been paid.

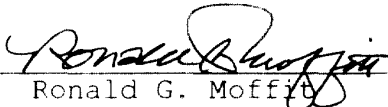
8. Stock Ownership. Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock of each Subsidiary and the record and beneficial owners of such stock. Also set forth on Schedule 8 is each equity Investment of the Borrower and each Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

9. Notes. Attached hereto as Schedule 9 is (a) a true and correct list of all advances made by the Borrower to any Subsidiary of the Borrower or made by any Subsidiary of the Borrower to the Borrower or any other Subsidiary of the Borrower, which advance will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement, and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary of the Borrower.

10. Mortgage Filings. Attached hereto as Schedule 10 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner if such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

IN WITNESS WHEREOF, the undersigned have duly executed
this certificate on this _____ day of May, 1998.

HUNTSMAN PACKAGING CORPORATION,

By: 
Name: Ronald G. Moffitt
Title: Senior Vice President

(Perfection Certificate, Restatement Date)

Schedule 1

Change in Corporate Structure as to Grantors

Huntsman Packaging Corporation (asset acquisition of CT Film, a division of Rexene Corporation)	9/30/97
Huntsman Packaging Corporation Huntsman Packaging of Canada, LLC (asset acquisition of Ellehammer Industries Ltd. and Ellehammer Packaging Inc.)	3/12/98

(Perfection Certificate, Restatement Date)

Schedule 2

Collateral in Possession of Others

<u>Grantor</u>	<u>Mailing List</u>	<u>County</u>	<u>State</u>
Huntsman Packaging Corporation	Castle Warehouse	Madera	California
	16505 Avenue 24 ½ P.O. Box 995 Chowchilla, California 93610	Kent	Washington
	Holman Distribution Center 22430 76th Avenue South Kent, Washington 98032	Kent	Washington
	North Georgia Warehousing 723 River Street Calhoun, Georgia 30703	Gordon	Georgia
	William Allen Co. 316 Bretton Street, N.W. North Canton, Ohio 44720	Stark	Ohio
	Williams Distribution Center 6021 Cedar Springs Road Dallas, Texas 75235	Dallas	Texas
	General Warehouse 7440 Sante Fe Drive Hodgkins, Illinois 60525	Cook	Illinois
	State Warehouse 13226 East Alondra Boulevard Cerritos, California 90701	Los Angeles	California
	Hanover Terminal 201 Center Street Hanover, Pennsylvania 17331	York	Pennsylvania
	Ozborn-Hessey Logistics 4400 Delp Street Memphis, Tennessee 38118	Shelby	Tennessee
Warehouse Logistics 1401 Old Belfast Road Lewisburg, Tennessee 38118	Marshall	Tennessee	
Huntsman United Films Corporation	Pioneer Paper 100 Avenue B P.O. Box 1351 Valdosta, Georgia 31601	Lowndes	Georgia

326579

- 10 -

TRADEMARK
REEL: 1756 FRAME: 0674

<u>Grantor</u>	<u>Mailing List</u>	<u>County</u>	<u>State</u>
	Statewide Trucking Inc. P.O. Box 2163 5879 Firestone Drive Syracuse, New York 13220	Onodaga	New York
Huntsman Deerfield Films Corporation (f/k/a Deerfield Plastics Co., Inc.)	10 Greenfield Road South Deerfield, Massachusetts 01373	Franklin	Massachusetts
	1330 Lebanon Road Danville, Kentucky 40422	Boyle	Kentucky
	Interfilm (Outside Slitter) 223 Pine Road Piedmont, South Carolina 29673	Anderson/ Greenville	South Carolina
	United Warehouse 1800 Kate Lane Danville, Kentucky 40422	Boyle	Kentucky
	Stretch Assoc. (Rewinder Vendor) 2510 B. West Whitner Street Anderson, South Carolina 29625	Anderson	South Carolina
	Stretch Tec (Rewinder Vendor) 718 A. Lawrence Street Marietta, Georgia 30064	Cobb	Georgia
	Crown Pkg. 2246 Ampere Louisville, Kentucky 40299	Jefferson	Kentucky
	Crown Pkg. c/o Supreme Dist. Services 1700 Dunn Avenue Memphis, Tennessee 38106	Shelby	Tennessee
	Crown Pkg. 705 Hampshire Ave. South Golden Valley, Minnesota 55426	Hennepin	Minnesota
	Crown Pkg. 3624 D. Street Omaha, Nebraska 68107	Douglas	Nebraska
	Crown Pkg. Warehousing Inc 104 B, JEBTYCJT Evansville, Illinois 47711	Cook	Illinois

<u>Grantor</u>	<u>Mailing List</u>	<u>County</u>	<u>State</u>
	Crown Pkg c/o Goff Dist. 1801 Roosevelt Little Rock, Arkansas 72206	Pulaski	Arkansas
	Glass Pak 9201 San Leandro Street Oakland, California 94603	Alameda	California
	Crown Pkg 310 Space Park South Road Nashville, Tennessee 37211	Davidson	Tennessee
	Crown Pkg 2405 South Thompson c/o NWA Warehouse Springdale, Arkansas 72764	Washington	Arkansas
	Cron Pkg. Jadcore Warehouse 300 North Fruitridge Terre Haute, Indiana 47808	Vigo	Indiana
	Regal Plastics Supply 111 East 10th Ave. North Kansas City, Missouri 64116	Clay	Missouri
	Crown Pkg. 8407 Hadley Ind. Ct. St. Louis, Missouri 63144	Independent City of St. Louis	Missouri
	Crown Pkg. 15301 West 110th Street Lenexa, Kansas 66219	Johnson	Kansas
	Crown Pkg. 2854 Century Street Dallas, Texas 75220	Dallas	Texas
	Crown Pkg. c/o Hodges Warehouse 4400 South 72nd East Ave. Tulsa, Oklahoma 74158	Tulsa	Oklahoma
	Crown Pkg. c/o Bauer Warehouse 1101 Blackhawk Street Industrial Park Sioux Falls, South Dakota 57104	Minnehaha	South Dakota

(Perfection Certificate, Restatement Date)

Schedule 4 (A)

UCC File Search Reports as to Grantors

[Ordered by Cravath, Swaine & Moore]

326579

TRADEMARK
REEL: 1756 FRAME: 0677

(Perfection Certificate, Restatement Date)

Schedule 4(B)

Copies of UCC Financing Statements on File as to Grantors

[Provided by Cravath, Swaine & Moore]

326579

TRADEMARK
REEL: 1756 FRAME: 0678

(Perfection Certificate, Restatement Date)

Schedule 5

Form UCC-1 Financing Statements for Grantors

[prepared by Cravath, Swaine & Moore]

(Perfection Certificate, Restatement Date)

Schedule 6

Jurisdictions for Filing Financing Statements for Grantors

<u>Name</u>	<u>Jurisdiction</u>	<u>Filing Office</u>
Huntsman Packaging Corporation	Utah	Utah Div. of Corps and Comm. Code
	Washington	King County
Huntsman Deerfield Films Corporation	Arkansas	Secretary of State
	Arkansas	Pulaski County
	Arkansas	Washington County
	California	Secretary of State
	Georgia	Fulton County
	Illinois	Secretary of State
	Indiana	Secretary of State
	Kansas	Secretary of State
	Kentucky	Secretary of State
	Kentucky	Boyle County
	Kentucky	Jefferson County
	Kentucky	Marion County
	Massachusetts	Secretary of Commonwealth
	Massachusetts	Franklin County
	Massachusetts	Town Clerk of South Deerfield
	Minnesota	Secretary of State
	Missouri	Secretary of State
	Missouri	Clay County
	Missouri	St. Louis County
	Nebraska	Secretary of State
	Oklahoma	County Clerk of Oklahoma County
	South Carolina	Secretary of State
	South Dakota	Secretary of State
	Tennessee	Secretary of State
	Texas	Secretary of State
Huntsman United Films Corporation	Utah	Utah Div. of Corps. and Comm. Code
	Georgia	Fulton County
	Indiana	Secretary of State
	Indiana	Daviess County
	Indiana	McLean County
	Indiana	Monroe County
	New York	Secretary of State
	New York	Onodaga County
Huntsman Preparatory, Inc.	Utah	Utah Div. of Corps. and Comm. Code
Huntsman Container Corporation International	Utah	Utah Div. of Corps. and Comm. Code
Huntsman Packaging Georgia, Inc.	Georgia	Fulton County
	Utah	Utah Div. of Corps. and Comm. Code
Huntsman Film Products of Mexico, Inc.	Utah	Utah Div. of Corps. and Comm. Code
Huntsman Bulk Packaging Corporation	Utah	Utah Div. of Corps. and Comm. Code
Huntsman Film Products of Canada Ltd.	Utah	Utah Div. of Corps. and Comm. Code
Huntsman Film Products of GmbH	Utah	Utah Div. of Corps. and Comm. Code

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TRADEMARK
REEL: 1756 FRAME: 0680

<u>Name</u>	<u>Jurisdiction</u>	<u>Filing Office</u>
Huntsman Film Products of UK Ltd.	Utah	Utah Div. of Corps. and Comm. Code
Huntsman Container Company Ltd.	Utah	Utah Div. of Corps. and Comm. Code
Huntsman Container Company France	Utah	Utah Div. of Corps. and Comm. Code
Huntsman Film Products of Canada Ltd.	Utah	Utah Div. of Corps. and Comm. Code

(Perfection Certificate, Restatement Date)

Schedule 8

Stock Ownership as to Subsidiaries of Grantors

<u>Name</u>	<u>Jurisdiction of Incorporation</u>	<u>% Interest</u>
Huntsman Deerfield Films Corporation (1)*	Massachusetts	100
Huntsman United Films Corporation(1)*	Georgia	100
Huntsman Preparatory, Inc. (1)*	Utah	100
Huntsman Container Corporation International (1)*	Utah	100
Huntsman Packaging Georgia, Inc. (1)*	Georgia	100
Huntsman Film Products of Mexico, Inc. (1)*	Utah	100
Huntsman Film Products of Canada Ltd. (1)	Canada	100
Huntsman Film Products Pty. Ltd. (1)	Australia	100
Huntsman Film Products GmbH (1)	Germany	100
Huntsman Bulk Packaging Corporation (1)*	Utah	100
VA Acquisition Corp. (1)*	Delaware	100
Huntsman Packaging of Canada, LLC (1)*	Utah	100
HPC Investment, Inc. (1)	Utah	100
Huntsman Packaging UK Limited (1)	U.K.	100
Huntsman Packaging of Mexico S.A. de C.V.(7)	Mexico	≥99
Huntsman Film Products UK, Limited (2)	U.K.	100
Huntsman Container Company Limited (2)	U.K.	≥99
Huntsman Container Company France (2)	France	≥99
Huntsman / Ipex (3)		50
Huntsman Edison Films Corporation (4)*	Delaware	100
Edison Plastics International, Inc. (5)*	Delaware	100
Edison Exports, Inc. FSC Limited (5)	Jamaica	100
ASPEN Industrial, S.A. de C.V. (5)	Mexico	100
Nacional de Envases Plasticos, S.A. de C.V. (6)	Mexico	100
Mexican de Tintas, S.A. (6)	Mexico	100
Plastihul, S.A. de C.V. (6)	Mexico	100
Hermes Industrial, S.A. de C.V. (6)	Mexico	100
Servicios Profesionales Vigo (6)	Mexico	100

- * Subsidiary Loan Party
- 1 Owned by Huntsman Packaging Corporation
 - 2 Owned by Huntsman Container Corporation International
 - 3 Owned by Huntsman Bulk Packaging Corporation
 - 4 VA Acquisition Corp. will be merged into Blessings Corporation and renamed Huntsman Edison Films Corporation with its direct parent becoming Huntsman Packaging Corporation
 - 5 Owned by Huntsman Edison Films Corporation
 - 6 Owned by ASPEN Industrial, S.A. de C.V.
 - 7 Owned by Huntsman Packaging Corporation (≥99%) and Huntsman Container Corporation International (≤1%)

326579

TRADEMARK
REEL: 1756 FRAME: 0682

File 340:CLAIMS(R)/US Patent 1950-98/Apr 28

(c) 1998 IFI/Plenum Data Corp

File 123:CLAIMS(R)/REASS.& REEXAM. 1998/Apr 21

(c) 1998 IFI/PLENUM DATA CORP.

*Blessings
Corporation*

*File 123: Reassignment data now current through 03/24/98.
Reexamination, extension, expiration, reinstatement updated weekly.

Set Items Description

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PATENTS

? e pa=blessings

Ref	Items	Index-term
E1	1	PA=BLESSING, WILLIAM R
E2	2	PA=BLESSING, WILLIAM R SR
E3	24	*PA=BLESSINGS
E4	8	PA=BLESSINGS CORP
E5	2	PA=BLESSINGS PRODUCTS INC
E6	14	PA=BLESSINGS, INC.
E7	14	PA=BLETCHER
E8	3	PA=BLETCHER P
E9	3	PA=BLETCHER R
E10	1	PA=BLETH
E11	1	PA=BLETH, JOEL J
E12	1	PA=BLETZ

? s e4

S1 8 PA="BLESSINGS CORP"

1/9/1 (Item 1 from file: 340)
DIALOG(R)File 340:CLAIMS(R)/US Patent
(c) 1998 IFI/Plenum Data Corp. All rts. reserv.

2955781 3822499

M/ AGRICULTURAL MULCH FILMS AND METHODS FOR THEIR USE

Document Type: UTILITY

Inventors: Burke Thomas C (US)

Name and Address of Inventors: Burke, Thomas C., Williamsburg, VA, (US)

Assignee: Blessings Corp

Name and Address of Assignee: Blessings Corporation, Newport News, VA

Primary Examiner: Ricci, John A

Attorney, Agent or Firm: Cushman Darby & Cushman IP Group Of Pillsbury
Madison & Sutro LLP

	Patent Number	Issue Date	Applic Number	Applic Date
Patent:	US 5729929	980324	US 671322	960825
Priority Applic:			US 671322	960825

Abstract:

The present invention provides improved agricultural mulch films and methods for their use.

Number of Claims: 016

Exemplary Claim:

D R A W I N G

1. A polymeric mulch film or sheet for use in agriculture comprising energy absorbing or energy transmitting regions and at least one energy reflective region between said energy absorbing or transmitting regions being constructed and arranged such that when said film is placed over a plant bed, a temperature differential is produced between the region of said bed covered by said energy absorbing or energy transmitting regions and said at least one energy reflective region.

9. In a method of growing plants with mulch film where the improvement is the use of a polymeric mulch film or sheet comprising energy absorbing or transmitting regions and at least one energy reflective region between said energy absorbing regions which are constructed and arranged such that when said film is placed over said plant bed, a temperature differential is produced between the region of bed covered by said energy absorbing regions and said at least one energy reflective region.

Non-exemplary Claims:

2. The polymeric mulch film or sheet of claim 1 wherein said reflective region is a stripe substantially centered between substantially equal areas of said absorbing regions.
3. The polymeric mulch film or sheet of claim 1 wherein said reflective region comprises two stripes separated by said absorbing regions.
4. The polymeric mulch film or sheet of claim 1 which is formed by coextrusion of said absorbing and reflective regions.
5. The polymeric mulch film or sheet of claim 1 which is formed by laminating said absorbing and reflective regions.
6. The polymeric mulch film or sheet of claim 1 wherein at least one of said absorbing region is black.
7. The polymeric mulch films sheet of claim 1 wherein said reflective

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REEL: 1756 FRAME: 0684

region is silver or white.

8. The polymeric mulch film or sheet of claim 1 wherein at least one of said energy transmitting regions is clear or translucent.
10. The method of claim 9 wherein said reflective region is a stripe substantially centered between substantially equal areas of said absorbing regions.
11. The method of claim 9 wherein said reflective region is two stripes separated by and surrounded by said absorbing regions.
12. The method of claim 9 wherein said polymeric mulch film or sheet is formed by coextrusion of said absorbing and reflective regions.
13. The method of claim 9 wherein said polymeric mulch film or sheet is formed by laminating said absorbing and reflective regions.
14. The method of claim 9 wherein at least one of said absorbing regions is black.
15. The method of claim 9 wherein said reflective region is white or silver.
16. The method of claim 9 wherein said at least one absorbing region is clear or translucent.

Class: 047009000
IPC: A01N-025/34
IPC Cross Ref: A01G-007/00
Field of Search: 047009000; 047025000
Art Unit: 351

U.S. References Cited:

Patent Number	Date YYYYMM	Class	Inventor
US 3839139	197410	047009000X	Ito et al.
US 4782626	198811	047009000	Shanley et al.
US 4896453	199001	047009000	Jacob
US 5117580	199206	047009000	Brown
US 5138792	199208	047009000	Allingham
US 5163247	199211	047009000	Weber et al.

Foreign References Cited:

Patent Number	Date YYYYMM	Class
JP 81038	198804	047009000
JP 97242	197908	047009000

Number of Figures in Patent: 4
Number of Drawing Sheets Issued: 2

1/9/2 (Item 2 from file: 340)
DIALOG(R)File 340:CLAIMS(R)/US Patent
(c) 1998 IFI/Plenum Data Corp. All rts. reserv.

2058992 3038057
D/ PROTECTIVE UNDERWEAR
Document Type: DESIGN
Inventors: Coates Fredrica V (US); Jannoni Richard (US)
Name and Address of Inventors: Coates, Fredrica V, Earlysville, VA, (US);

TRADEMARK

REEL: 1756 FRAME: 0685

Jannoni, Richard, Edison, NJ, (US)
Assignee: Blessings Corp
Name and Address of Assignee: Blessings Corporation, Liberty Corner, NJ
Preissuance Assignment Actions:

Reel: 5001 Frame: 0516
Primary Examiner: Word, A Hugo
Assistant Examiner: Reid, Stella M
Attorney, Agent or Firm: Lowe, Price, LeBlanc, Becker & Shur

	Patent Number	Issue Date	Applic Number	Applic Date
Patent:	US D309020	900703	US 48924	870513
Priority Applic:			US 48924	870513

Abstract:
The ornamental design for a protective underwear, as shown and described.

Number of Claims: 001
Class: D24126000
Class Cross Ref: D02712000
Field of Search: D02004000; D02006000; D02028000; D02033000; D02036000;
D02040000; D02042000; D24050000; D24051000; 604358000; 604378000;
604385100; 604385200; 604393000; 604395000; 604396000; 604397000;
604398000; 604399000
Art Unit: 294

U.S. References Cited:

Patent Number	Date YYYYMM	Class	Inventor
US D269907	198307	D24050000	Tong
US 2538758	195101	604398000X	Bricmont
US 2793642	195705	604397000	Andruhovici
US 3035576	196205	604396000	Collier
US 3520304	197007	604396000	Kubali et al.
US 3563242	197102	604378000X	Hedstrom

Number of Figures in Patent: 9

Description of Figures:

FIG. 1 is a front elevational view of a protective underwear showing our new design in closed condition, the rear elevational view being substantially identical thereto;
FIG. 2 is a top plan view thereof in open condition;
FIG. 3 is a top plan view thereof, in closed condition;
FIG. 4 is a bottom plan view thereof;
FIG. 5 is a side elevational view thereof, the opposite side view being identical thereto;
FIG. 6 is a front elevational view of a second embodiment of FIG. 1 with seamed rather than snapped sides, the rear elevational view being substantially identical thereto;
FIG. 7 is a top plan view thereof;
FIG. 8 is a bottom plan view thereof; and
FIG. 9 is a side elevational view thereof, the opposite side being identical thereto.

Number of Drawing Sheets Issued: 2

Term of Patent: 014

1/9/3 (Item 3 from file: 340)
DIALOG(R)File 340:CLAIMS(R)/US Patent
(c) 1998 IFI/Plenum Data Corp. All rts. reserv.

2019547 3008917

D/ ADJUSTABLE PANTS

Document Type: DESIGN

Inventors: Coates Fredrica V (US); Jannoni Richard (US)

Name and Address of Inventors: Coates, Fredrica V, Earlysville, VA, (US);
Jannoni, Richard, Edison, NJ, (US)

Assignee: Blessings Corp REASSIGNED

Name and Address of Assignee: Blessings Corporation, Liberty Corner, NJ

Preissuance Assignment Actions:

Reel: 5001 Frame: 0508

Primary Examiner: Bullock, B J

Assistant Examiner: Murphy, C A

Attorney, Agent or Firm: Lowe, Price, LeBlanc, Becker & Shur

Patent Number	Issue Date	Applic Number	Applic Date
------------------	---------------	------------------	----------------

Patent:	US D306209	900220	US 48923	870513
Priority Applic:			US 48923	870513

Abstract:

The ornamental design for adjustable pants, as shown and described.

Number of Claims: 001

Class: D24126000

Class Cross Ref: D02712000

Field of Search: D02001000; D02002000; D02004000; D02005000; D02008000;
D02010000; D02011000; D02028000; D02031000; D02032000; D02042000;
D24050000; D24051000; D24064000; 002236000; 002238000; 002242000;
002402000; 002403000; 002404000; 002405000; 002406000; 002407000;
002409000; 604346000; 604347000; 604358000; 604393000; 604394000;
604395000

Art Unit: 292

U.S. References Cited:

Patent Number	Date YYYYMM	Class	Inventor
US D245546	197708	D02010000	Okuda
US D290780	198707	D02010000	Wistrand
US 2863455	195812	D24050000	Holce
US 4617022	198610	604394000	Pigneul

Foreign References Cited:

Patent Number	Date YYYYMM	Class
GB 2130888	198406	604358000

Number of Figures in Patent: 6

Description of Figures:

FIG. 1 is a front elevational view of adjustable pants, folded to be worn;
showing our new design;

FIG. 2 is an inside elevational view thereof; the pants shown open;

FIG. 3 is a left side elevational view of FIG. 2; the right side being a

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REEL: 1756 FRAME: 0687

mirror image thereof;
FIG. 4 is an outside elevational view of FIG. 2;
FIG. 5 is a top plan view of FIG. 2;
FIG. 6 is a bottom plan view of FIG. 2.
Number of Drawing Sheets Issued: 2
Term of Patent: 014

1/9/4 (Item 4 from file: 340)
DIALOG(R) File 340:CLAIMS(R)/US Patent
(c) 1998 IFI/Plenum Data Corp. All rts. reserv.

1467085 2324008

M/ CONTOURED BABY DIAPER

Document Type: UTILITY

Inventors: DANIELS FLORENCE S (US); DANIELS ROBERT C (US)

Name and Address of Inventors: Daniels, Florence S, Piscataway, NJ, (US);
Daniels, Robert C, Piscataway, NJ, (US)

Assignee: BLESSINGS CORP REASSIGNED

Name and Address of Assignee: Blessings Corp, Middlesex, NJ

Preissuance Assignment Actions:

Reel: 3874 Frame: 0559

Primary Examiner: Rosenbaum, C Fred

Attorney, Agent or Firm: Hopgood, Calimafde, Kalil, Blaustein & Judlowe

	Patent Number	Issue Date	Applic Number	Applic Date
Patent:	US 4397646	830809	US 247100	810324
	(Cited in 013 later patents)			EXPIRED
Priority Applic:			US 247100	810324

Abstract:

This invention is a diaper that is used repeatedly; and is suitable for such use without deterioration after repeated sterilizations in a diaper laundry.

Number of Claims: 005

Exemplary Claim:

1. A cotton fitting diaper comprising flat superimposed layers including top and bottom edges, and concavely curved side edges extending along the mid region of the sides of the diaper to form the leg openings of the diaper when worn said layers including: (a) a first inner layer of knit cotton material through which moisture may pass, disposed nearest the wearer; (b) a second, soaker layer joined to said first layer, said second layer being constructed of water absorbent material and being sized smaller than said other layers, said second layer being joined to said first layer about its periphery and centered thereon forming a margin around said second layer free from contact with said second layer; (c) a third barrier layer of water impervious material, joined to the periphery of said first layer to prevent liquid transfer from said second layer; and (d) a fourth layer constructed of knit polyester forming the outer layer of said garment, said fourth layer being joined at the periphery to said first and third layers, said third layer preventing the wicking of liquid from said second layer to said fourth layer so that said fourth layer remains dry.

Non-exemplary Claims:

TRADEMARK
REEL: 1756 FRAME: 0688

2. The diaper as claimed in claim 1 further including gatherings disposed about the top, bottom and side edges of the layers of the diaper.
3. The diaper as claimed in claim 2 wherein said top and bottom gatherings include fastening means for fastening said diaper about the body of wearer.
4. The diaper as claimed in claim 2 wherein said gatherings include elastic means for closely fitting said diaper about the wearer.
5. The diaper as claimed in claim 1 wherein said third layer comprises Teflon coated polyester.

Class: 604381000

Class Cross Ref: 604385200; 604386000

IPC: A41B-013/02

Field of Search: 128286000; 128287000; 128288000; 128289000; 128290000H;
 604367000; 604372000; 604378000; 604381000; 604382000; 604386000;
 604393000; 604394000

Art Unit: 336

U.S. References Cited:

Patent Number	Date YYYYMM	Class	Inventor
US 3063452	196211	128284000	Del Guercio
US 3237625	196603	128288000	Johnson
US 3312981	196704	128288000	McGuire et al.
US 3386443	196806	128287000	Goldstein
US 3720212	197303	128288000	Kaupin
US 3828785	197408	128288000	Gamm et al.
US 3838692	197410	128284000	Levesque
US 3882871	197505	128287000	Taniguchi
US 4244367	198101	128288000	Rollenhagen

Number of Figures in Patent: 6

Number of Drawing Sheets Issued: 2

1/9/5 (Item 5 from file: 340)
 DIALOG(R) File 340:CLAIMS(R)/US Patent
 (c) 1998 IFI/Plenum Data Corp. All rts. reserv.

0853455 1417507

M/ DISPOSABLE HEADREST COVER WITH IMPROVED ATTACHING MEANS

Document Type: UTILITY

Inventors: JANNONI R (N/A)

Name and Address of Inventors: Jannoni, Richard, Edison, NJ

Assignee: BLESSINGS CORP REASSIGNED

Name and Address of Assignee: Blessings Corporation, New York, NY

Primary Examiner: Zugel, Francis K

Attorney, Agent or Firm: Sandoe, Hopgood & Calimafde

	Patent Number	Issue Date	Applic Number	Applic Date
Patent:	US 3804458	740416	US 334079	730220
	(Cited in 005 later patents)			
Priority Applic:			US 334079	730220

Abstract:

This headrest cover has a disposable non-woven fabric with a yarn sewed to

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REEL: 1756 FRAME: 0689

it for attaching the cover to a seat by entangling the yarn with attaching means connected to the back of the seat. The attaching means can be a multitude of small hooks such as "Velcro" hooks. A yarn which is preferably untwisted is folded back and forth in a closed S contour transversely of an attaching zone bounded on the top and bottom by substantially parallel lines and having a length running crosswise of the headrest cover. A plurality of rows of stitching hold the yarn on the cover. Because of the plural rows of stitching and the tortuous course of the yarn, the strands for engaging the hooks cover a wider zone and multiply the opportunities for entanglement of the attaching hooks in the threads and/or yarn strands.

Number of Claims: 006

Exemplary Claim:

1. A disposable headrest cover comprising a sheet of material for covering an area of a headrest, detachable fastening means near the upper end of the cover in position to engage a multitude of hooks in closely spaced rows and extending from and permanently secured to the headrest, said fastening means comprising a yarn-like material of a cross section too large to engage the hooks, but formed of a bunch of filaments extending between the sides of the cover and along a tortuous path between parallel lines that extend widthwise of the cover, said tortuous path of the yarn-like material extending back and forth across the area between the parallel lines and having reverse bends where the yarn-like material changes its direction from one parallel line toward the other, the yarn-like material between successive bends substantially touching the material between the next bends whereby the yarn-like material covers most of the surface of the area of the headrest cover between said parallel lines, and the individual filaments of the yarn-like material being of a cross section small enough to engage the hooks and being loosely related to one another so that the yarn-like material is fluffy for easier entanglement of the hooks in the material, and a plurality of rows of stitching extending generally parallel to said parallel lines and that hold the yarnlike material secured to the cover, the stitching extending over the filaments of the yarn-like material and through the sheet at locations which hold the filaments in position along the tortuous path between said parallel lines with filaments of the yarn-like material between the stitches exposed for entanglement with the hooks on the headrest when the yarn-like material is pressed against the hooks on the headrest.

Non-exemplary Claims:

2. The headrest cover described in claim 1 characterized by the tortuous path consisting of generally S-shaped configuration, the yarn-like material being continuous and the successive runs of the S-shaped configurations toward and from said parallel lines touching adjacent runs at some locations and substantially touching adjacent runs at other locations.
3. The headrest cover described in claim 1 characterized by the sheet being of non-woven fabric, and the yarn-like material being located at a distance from the top edge of the sheet.
4. The headrest cover described in claim 1 characterized by the stitching including substantially parallel rows of double chain lock stitches.
5. The headrest cover described in claim 4 characterized by the stitching including one row of stitching applied by a needle working from one side of the sheet and a second row applied by a needle from the other side of

TRADEMARK

REEL: 1756 FRAME: 0690

the sheet.

6. The headrest cover described in claim 1 characterized by the yarn-like material being a tow comprising a continuous loose group of synthetic fiber filaments drawn together without twisting.

Class: 297220000

Class Cross Ref: 297DIG006

IPC: A47C-007/62

Field of Search: 024204000; 297DIG006; 297222000; 297223000

Art Unit: 357

U.S. References Cited:

Patent Number	Date YYYYMM	Class	Inventor
US 2882907	195909	024204000X	Puliafico
US 3266841	196608	024204000X	Altman
US 3318632	196705	297220000	Struble

Number of Figures in Patent: 6

Number of Drawing Sheets Issued: 1

1/9/6 (Item 1 from file: 123)
DIALOG(R)File 123:CLAIMS(R)/REASS.& REEXAM.
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2019547

Status Changes:

REASSIGNED

Assignee: Blessings Corp (REASSIGNED)

Patent Number	Issue Date
------------------	---------------

Patent: US D306209 900220

Reassignment:

Recorded: 940831

Action: ASSIGNMENT OF ASSIGNOR'S INTEREST

Assignor: GERI-CARE PRODUCTS, L.L.C. DATE SIGNED: 08/05/1994

Assignee: CHEMICAL BANK NEW JERSEY, N.A. EAST 36 MIDLAND AVENUE PARAMUS, NJ 07652

Reel: 7118

Frame: 0781

Contact: SCHENCK, PRICE, SMITH & KING EDWARD J. TRAWINSKI, ESQ. 10 WASHINGTON STREET P.O. BOX 905 MORRISTOWN, NJ 07963

Recorded: 940906

Action: ASSIGNMENT OF ASSIGNOR'S INTEREST

Assignor: BLESSINGS CORPORATION DATE SIGNED: 08/05/1994

Assignee: J.S.L.R. COMPANY, L.L.C. 252 WAGNER STREET MIDDLESEX, NJ 08846

Reel: 7166

Frame: 0943

Contact: HOPGOOD, CALIMAFDE, KALIL & JUDLOWE BRADLEY N. RUBEN 60 EAST 42ND STREET NEW YORK, NEW YORK 10165

1/9/7 (Item 2 from file: 123)
DIALOG(R)File 123:CLAIMS(R)/REASS.& REEXAM.
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1467085

Status Changes:

EXPIRED
REASSIGNED

Assignee: BLESSINGS CORP (REASSIGNED)

Patent Number	Issue Date
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Patent: US 4397646	830809

Expired/Reinstated:

Expiration Date	Recorded in OG
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870809	871027

Reassignment:

Recorded: 940831

Action: ASSIGNMENT OF ASSIGNOR'S INTEREST

Assignor: GERI-CARE PRODUCTS, L.L.C. DATE SIGNED: 08/05/1994

Assignee: CHEMICAL BANK NEW JERSEY, N.A. EAST 36 MIDLAND AVENUE PARAMUS,
NJ 07652

Reel: 7118

Frame: 0781

Contact: SCHENCK, PRICE, SMITH & KING EDWARD J. TRAWINSKI, ESQ. 10
WASHINGTON STREET P.O. BOX 905 MORRISTOWN, NJ 07963

1/9/8 (Item 3 from file: 123)
DIALOG(R)File 123:CLAIMS(R)/REASS.& REEXAM.
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0853455

Status Changes:

REASSIGNED

Assignee: BLESSINGS CORP (REASSIGNED)

Patent Number	Issue Date
------------------	---------------

-----	-----
Patent: US 3804458	740416

Reassignment:

Recorded: 870824

Action: MERGER

, EFFECTIVE: OCTOBER 20, 1986

Assignor: WORK WEAR CORPORATION (MERGED INTO) DATE SIGNED: 07/21/1987
WW ACQUISITION CORPORATION, A CORP. OF DE (CHANGED TO) DATE
SIGNED: 07/21/1987

Assignee: WORK WEAR CORPORATION, INC., A CORP. OF OH

Reel: 4754

Frame: 0701

Contact: JOHN A. DHUEY CORPORATE PAT. DEPT. P. O. BOX 1045 SKOKIE, ILL.
TRADEMARK

REEL: 1756 FRAME: 0692

60076

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REEL: 1756 FRAME: 0693

(Perfection Certificate, Restatement Date)

Schedule 9

Advances to Subsidiaries

1. Intercompany Notes, between Huntsman Packaging Corporation, as lender and Huntsman Deerfield Films Corporation, Huntsman United Films Corporation, Huntsman Preparatory, Inc., Huntsman Container Corporation International, Huntsman Packaging Georgia, Inc., Huntsman Film Products of Mexico, Inc., Huntsman Bulk Packaging Corporation, Huntsman Film Products of Canada Ltd., Huntsman Film Products Pty. Ltd., Huntsman film Products GmbH, Huntsman Film Products UK Ltd., Huntsman, Container Company Ltd., Huntsman Container Company France and Huntsman/Ipex, as borrowers.

(Perfection Certificate, Restatement Date)

Schedule 10

Mortgage Filings

<u>Name</u>	<u>County</u>	<u>State</u>
1. Huntsman Deerfield Films Corporation	Boyle	Kentucky
2. Huntsman Deerfield Films Corporation	Franklin	Massachusetts
3. Huntsman Packaging Corporation	Jefferson	Alabama
4. Huntsman Packaging Corporation	Merced	California
5. Huntsman Packaging Corporation	Carroll	Ohio
6. Huntsman Packaging Corporation	Marshall	Tennessee
7. Huntsman Packaging Corporation	King	Washington
8. Huntsman Packaging Corporation	Chippewa	Wisconsin
9. Huntsman Packaging Corporation	Kent	Delaware

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