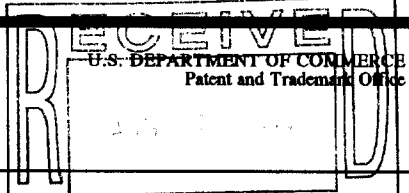


08-11-1999

MD 8-9-99



101113661

To the Honorable Commissioner of Patents and Trademarks.

copy thereof.

1. Name of conveying party(ies): **Bryce Corporation, a.k.a. Bryce LLC**

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

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

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

Name: **The Chase Manhattan Bank**

Internal Address: **633 Third Avenue, 7th Floor, New York, NY 10017-6764**

Street Address: **633 Third Avenue, 7th Floor, New York, NY 10017-6764**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other **National Banking Association**

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes
 - No
- (Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **June 30, 1999**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,988,867

Additional numbers attached? Yes No

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

Name:

Tamsen Valoir
Street Address:

Jenkins and Gilchrist P.C.
1100 Louisiana Street, Suite 1800
Houston, Texas 77002-5214

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41):

\$440.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: **10-0447**
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Tamsen Valoir
Name of Person Signing

Tamsen Valoir
Signature

8.4.99
Date

Total number of pages comprising cover sheet:

08/11/1999 DCOATES 00000053 1988867

01 FC:481 40.00 OP
02 FC:482 275.00 OP

Repln. Ref: 08/11/1999 DCOATES 0016132400
DAN:100447 Name/Number:1988867
FC: 704 \$125.00 CR

Date of Deposit August 4, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie Carlisle
Sallie Carlisle

TRADEMARK SECURITY AGREEMENT

WHEREAS, BRYCE CORPORATION., a Tennessee corporation (the "Grantor"), having an address at 4505 Old Lamar, Memphis, Tennessee owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain of its subsidiaries (collectively, with the Grantor, the "Borrowers") and The Chase Manhattan Bank, as administrative agent for the Banks (as such term is defined in the Security Agreement, as defined below, and The Chase Manhattan Bank, in its capacity as agent, the "Secured Party"), having an address at 633 Third Avenue, 7th floor, New York, New York, 10017-6764 and the Banks are parties to that certain Credit Agreement dated as of June 30, 1999 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers by the Banks; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of June 30, 1999 (as the same may be amended and in effect from time to time, the "Security Agreement") among the Borrowers and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.


This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of June 1999.

Acknowledged:

GRANTOR:

Bryce Corporation

By: 
Name: WILLIAM H. BRYCE III
Title: SEC

SECURED PARTY:

The Chase Manhattan Bank, as agent

By: _____
Name: _____
Title: _____

dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of June 1999.

Acknowledged:

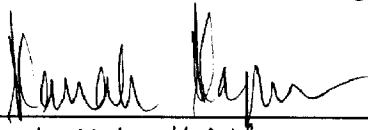
GRANTOR:

Bryce Corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

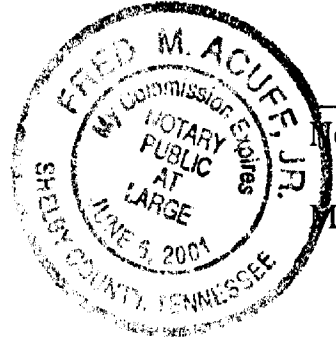
The Chase Manhattan Bank, as agent

By:  _____
Name: KANAK KAUR
Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) §.
COUNTY OF SHERBURY)

This instrument was acknowledged before me this 2nd day of ~~June~~ July, 1999, by William H. Bryce III, Secretary of Bryce Corporation, a Tennessee corporation, on behalf of such corporation.



{Seal}

Fred M. Acuff, Jr.
Notary Public in and for the State of Tennessee
My commission expires: 6-5-2001

ACKNOWLEDGMENT

STATE OF TEXAS)
) §.
COUNTY OF DALLAS)

This instrument was acknowledged before me this ____ day of June, 1999, by _____ of The Chase Manhattan Bank, a national banking association, on behalf of such national banking association.

{Seal}

Notary Public in and for the State of Texas
My commission expires: _____

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) §.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of June, 1999, by _____ of Bryce Corporation, a Tennessee corporation, on behalf of such corporation.

{Seal} _____
Notary Public in and for the State of Tennessee
My commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
) §.
COUNTY OF DALLAS)

This instrument was acknowledged before me this 13 day of ~~June~~^{July}, 1999, by Kanak Kapur, a vice-president of The Chase Manhattan Bank, a national banking association, on behalf of such national banking association.

{Seal} _____
Notary Public in and for the State of New York
My commission expires: _____

ROBERT A. KUHN
Notary Public, State of New York
No. 31-5077099
Qualified in New York County
Commission Expires May 5, 2001

Schedule 1
to
Trademark Security Agreement

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
Bryce Corporation	US	C CYBER GRAPHICS	1,988,867	74/466,923	7/23/96	Product package graphic design services directed to the food packaging industry
Bryce Corporation	US	LUSTRA	1,492,233	73/673,783	6/14/88	Continuous webs of bag forming metallized plastic material for use in the manufacture of food packaging materials
Bryce Corporation	US	PLASTIPAC D and Design	1,252,968	73/286,100	10/4/83	Plastic bags and continuous webs of bag-forming plastic material
Bryce Corporation	US	PLASTIPAC PLUS D and Design	1,252,967	73/286,099	10/4/83	Plastic bags, and continuous webs of bag-forming plastic material having a barrier ply
Bryce Corporation	US	D BANLITE and Design	967,090	72/445,642	8/28/73	Continuous webs or individual wraps made of printed or unprinted polyolefin film laminated to coated opaque glassine with opaque extrudate used for making form and fill type bags
Bryce Corporation	US	D PREMURA and Design	971,100	72/417,957	10/23/73	(U.S. CL.2) bags of printed or unprinted coated semi-transparent of opaque paper (U.S. CL. 37) continuous web of printed or unprinted coated semi-transparent or opaque paper for making form and fill type bags

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
Bryce Corporation	US	D and Design	873,268	72/275,007	7/22/69	(U.S. CL. 2) form and fill type fabricated bags made of waxed paper and laminates of combinations of cellophane, polypropylene, glassine, paper foil, and plastic film (U.S. CL. 37) continuous webs of waxed paper, and laminates of combinations of cellophane, polypropylene, glassine, paper foil, and plastic film used for making form and fill type packages
Bryce Corporation	US	DOCULAM	1,128,548	73/163,810	1/1/80	Photo identification systems, including cameras press laminators and cutters (INT. CL. 16) document protection systems, including pouch and roll laminators (INT. CL. 1) sheet plastic laminating film
Bryce Corporation	US	FLEXEEN	1,496,767	73/673,734	7/19/88	Continuous webs of bag forming plastic material for use in the manufacture of food packaging materials
Bryce Corporation	US	FOILITE	1,492,232	73/673,732	6/14/88	Continuous webs of bag forming plastic material containing foil for use in the manufacture of food packaging materials
Bryce Corporation	US	COVERLAM		75/389,736		
Bryce Corporation	US	POUCHLAM		75/389,737		
Bryce Corporation	US	STAYFLAT		75/389,738		
Bryce Corporation	US	BLAZER		75/467,118		
Bryce Corporation	US	DIGILAM		75/389,678		
Bryce Corporation	US	OPPTION (laminating machines)	2,256,876	75/446,065		

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Serial No.	Filing Date	Goods
Bryce Corporation	US	OPPTION(poly propylene film)	669,432	7544463066		
Bryce Corporation	US	SUPER SHEEN Stylized letters	669,432	72/027,020	11/4/58	Moisture and moisture vapor proof paper bags

TRADEMARK
REEL: 001941 FRAME: 0792

RECORDED: 08/09/1999