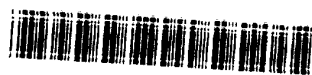


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
W. Braun Company

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

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

2. Name and address of receiving party(ies):  
Name: General Electric Capital Corporation  
Internal Address: Suite 2700  
Street Address: 10 South LaSalle Street  
City: Chicago State: IL ZIP: 60603

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 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

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

Execution Date: 6/26/98

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
\_\_\_\_\_

B. Trademark registration No.(s)  
1,456,567                      964,844  
1,223,488

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Linda R. Kastner  
Internal Address: c/o Latham & Watkins  
Suite 5800  
Street Address: 233 South Wacker Drive  
City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):..... \$ 90.00  
 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

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01 FO:481 40.00 OP  
02 FO:482 50.00 OP

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.

Linda R. Kastner                      [Signature]                      6/30/98  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 1

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 24, 1998, by W. BRAUN COMPANY, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Kranson Industries, Inc. and Tricor Packaging, Inc. (collectively, "Borrowers"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

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

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

- (a) all of its Trademarks to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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

[signature page follows]

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

W. BRAUN COMPANY

By: Mark Schoen  
Name: Mark Schoen  
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Aisling Wolf  
Name: Aisling Wolf  
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS        )  
  )        ss.  
COUNTY OF COOK        )

On this 26<sup>th</sup> day of June, 1998 before me personally appeared Mark Schoen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of W. Braun Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal} "OFFICIAL SEAL"  
KATHLEEN MCCARTHY  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/11/99

Kathleen McCarthy  
Notary Public

SCHEDULE I  
TO  
TRADEMARKE SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

TRADEMARKS

COUNTRY	TRADEMARK NO.	DESCRIPTION	DATE ISSUED	STATUS
USA	1,456,567	"Braun" Trademark	09/08/87	Current
USA	1,223,488	Expando Seal (Sealing Cover for Bottles and Jars)	01/11/83	Current
USA	964,844	Componetics (Packaging Service Comprising the Assembly of a Variety of Stock Components, such as Stock Bottles, Caps, Bases and the Like, and Label Treatment Therefor, to Produce a New Package Concept With a Custom Appearance)	07/24/73	Current

I:\SHARED\MWEED\BRAUN\CREDIT\TRADESEC.SCH

RECORDED: 07/02/1998

TRADEMARK  
REEL: 1747 FRAME: 0606