

07-14-1998

07-27-1998



EET

100777285

MRD 7-14-98

1. Name of conveying party(ies):

Pretium Packaging, L.L.C.

- Individual(s)       Association
- General Partnership       Limited Partnership
- Corporation - State
- Other Delaware limited liability company

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

3. Nature of conveyance:

- Assignment       Merger
- Security Agreement       Change of name
- Other Third Amendment to Trademark  
Collateral Assignment and Security Agreement

Execution date: As of 6/12/98

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: \_\_\_\_\_

Street Address: 20800 Swenson Drive, Suite 350

City: Waukesha State: WI Zip: 53186

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation - State Rhode Island
- 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)

B. Trademark registration No.(s)

0948508  
1101507  
2022718

Additional numbers attached?  Yes  No

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

Name: Jennifer Jones

Internal Address: Husch & Eppenberger, LLC

Street Address: 100 N. Broadway

Suite 1300

City: St. Louis State: MO Zip: 63102

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

07/27/1998 SSMITH 00000002 0948508

01 FC:481 40.00 GP  
02 FC:482 50.00 GP

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.

Jennifer Jones  
Name of Person Signing

Jennifer Jones  
Signature

July 10, 1998  
Date

Total number of pages comprising cover sheet: 1

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TRADEMARK

REEL: 1759 FRAME: 0310

SCHEDULE A TO  
THIRD AMENDMENT TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

U.S. Trademark:  
Registration No. 0948508  
Application No. 72401198  
Filing Date: 8/25/1971  
Issue Date: 12/12/1972

U.S. Trademark:  
Registration No. 1101507  
Application No. 73147018  
Filing Date: 11/03/1977  
Issue Date: 09/05/1978

U.S. Trademark:  
Registration No. 2022718  
Application No. 74341734  
Filing Dated: 12/21/1992  
Issue Date: 12/17/1996

**THIRD AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "Amendment") is made as of June 12, 1998, by and between PRETIUM PACKAGING, L.L.C. ("Borrower"), a Delaware limited liability company, with an office located at 8112 Maryland Avenue, Suite 250, St. Louis, Missouri 63105 successor in interest to HARBISON CORPORATION ("Harbison"), a Missouri corporation, and FLEET CAPITAL CORPORATION, as agent ("Lender"), formerly known as SHAWMUT CAPITAL CORPORATION, with an office located at 20800 Swenson Drive, Suite 350, Waukesha, Wisconsin 53187.

Recitals

A. Harbison and Lender executed that certain Trademark Collateral Assignment and Security Agreement dated August 30, 1995, which was recorded in the Assignment Division of the U.S. Patent and Trademark Office on October 11, 1995 in Reel 1398, Frame 0976 and amended pursuant to that certain First Amendment to Trademark Collateral Assignment and Security Agreement and that certain Second Amendment to Trademark Collateral Assignment and Security Agreement (as amended, the "Trademark Assignment").

B. The Trademark Assignment assigns to Fleet, all of Harbison's interest in the U.S. Trademarks and Trademark Applications described in Schedule A attached to the Trademark Assignment.

C. Harbison has transferred to Borrower certain of its assets and liabilities, including all of its interest in the U.S. Trademarks and Trademark Applications described in Schedule A attached to the Trademark Assignment.

D. Borrower and Fleet desire to amend the terms of the Trademark Assignment as more fully set forth below.

Contractual Provisions

NOW, THEREFORE, in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Trademark Assignment.

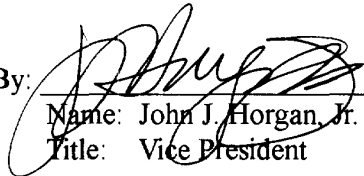
(a) The first paragraph of the Preliminary Statement on page 1 of the Trademark Assignment is hereby deleted in its entirety and is replaced with the following:

“PRELIMINARY STATEMENT. Assignor has executed and delivered to Fleet, individually as a Lender and also as Agent (the “Agent”) for itself and any other financial institution which is or becomes a party thereto (each such financial institution, including Fleet, hereinafter referred to collectively as “Lender”), a certain Second Amended and Restated Loan and Security Agreement dated as of June 12, 1998 (as amended, and as further amended from time to time, the “Loan Agreement”) which provides that Lender shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Assignor in a principal amount not to exceed \$93,500,000.00. In order to induce Lender to execute and deliver the Loan Agreement, Assignor has agreed to grant to Lender a security interest in, and collaterally assigns to Lender, certain trademark rights.”


2. Other Terms Unchanged. Except as expressly amended hereby, the terms and provisions of the Trademark Assignment shall remain unchanged and in full force and effect.

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

PRETIUM PACKAGING, L.L.C.

By:   
Name: John J. Horgan, Jr.  
Title: Vice President

FLEET CAPITAL CORPORATION,  
formerly known as  
SHAWMUT CAPITAL CORPORATION

By:   
Name: Kevin D. Sullivan  
Title: Vice President