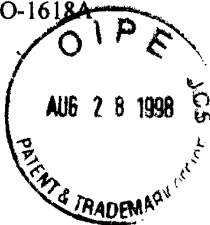


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-08-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100824183

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

082598

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/ATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/04/1998 INHUYEN 00000302 1790306

FOR OFFICE USE ONLY

01 FC:461

40.00 BP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1778 FRAME: 0286

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

215-864-7152

Name

Ryan J. Udell

Address (line 1)

White and Williams LLP

Address (line 2)

1800 One Liberty Place

Address (line 3)

Philadelphia, PA 19103-7395

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

15

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1790386		

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☒

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. Charges to deposit account are authorized, as indicated herein.

Ryan J. Udell

Name of Person Signing

Signature

Date Signed

EXHIBIT "B"

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Trademarks

<u>Mark</u>	<u>Registration Date</u>	<u>No.</u>
Steel Stack	8/3/93	1790386

**COLLATERAL ASSIGNMENT OF PATENTS,
TRADEMARKS, LICENSES AND COPYRIGHTS.**

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS is made effective this 25th day of August, 1998 by and among **GREATER NEW YORK BOX CO., INC., ART KRAFT CONTAINER CORPORATION, NATIONAL PERFORMANCE PACKAGING COMPANY, L.L.C., NATIONAL PACKAGING COMPANY, L.L.C., and ORANGE COUNTY CORRUGATED, INC.** (each an "Assignor" and collectively "Assignor") and **FIRST UNION NATIONAL BANK** ("Assignee").

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement (the "**Loan Agreement**") of even date herewith between Assignor and Assignee, Assignee agreed to extend to Assignor an aggregate principal not to exceed Twenty Three Million One Hundred Thousand Dollars (\$23,100,000), as evidenced by Assignor's (i) Revolving Credit Note in the principal amount of Nine Million Dollars (\$9,000,000), (ii) Term Note in the principal amount of Five Million Dollars (\$5,000,000), and (iii) Mortgage Note in the principal amount of Nine Million One Hundred Thousand Dollars (\$9,100,000) all of even date herewith (collectively the "**Notes**");

B. The Loan Agreement provides, inter alia, that Assignor will grant to Assignee a security interest in all of Assignor's patents, patent rights, patent applications, trademarks, service trademark applications, servicemarks, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All obligations of Assignor to Assignee, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Loan Agreement, the Loan Documents and the Notes, and for the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignor to or for the benefit of Assignee, under this Agreement, the Loan Agreement, the Loan Documents, the Notes, or Swap Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Assignor with or to Assignee, including guaranty or surety obligations of Assignor owed to Assignee are sometimes hereinafter referred to as the "**Liabilities**".

2. **Collateral Assignment.** To secure the complete and timely payment and satisfaction of all Liabilities, Assignor hereby assigns, mortgages, pledges, grants a security interest in, and transfers to Assignee, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) servicemarks, trademarks, service and trademark registrations, tradenames and trademark applications, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/ or collectively referred to as the "**Trademarks**");

(c) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"**

attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

(e) the goodwill of Assignor's business connected with and symbolized by the Tradenames.

3. Restriction on Future Agreements. Assignor agrees that until all of the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) that is inconsistent with Assignor's obligations under this Assignment and Assignor further agrees that Assignor will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. New Patents, Trademarks, Copyrights and Licenses. Assignor represents and warrants that the Patents, Trademarks, Copyrights, and Licenses listed on **Exhibits "A", "B", "C" and "D"**, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor. If, before all of the Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain ownership rights to any new patentable inventions, new trademarks, trademark registrations or tradenames, copyrights or licenses, or (ii) become entitled (whether by way of registration or license) to the benefit of any patent or trademark application, trademark or trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by amending **Exhibits "A", "B", "C", and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, future copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 3** above or under this **Section 4**.

5. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described above shall be worldwide and

without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all of the Liabilities have been satisfied in full and the Loan Agreement is terminated.

6. Assignee's Right to Inspect. Assignee shall have the right, with reasonable prior notice, or at any time following an Event of Default, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. If an Event of Default has occurred, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, except in the ordinary course of business for valid consideration, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or the Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. Reassignment. This Assignment is made for collateral purposes only. Upon full and complete satisfaction of all of the Liabilities and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Loan Agreement.

8. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Liabilities shall have been satisfied in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, when any of the foregoing are necessary to the ongoing operation of Assignor's business or when such applications are necessary for the protection of valuable assets comprising a portion of Assignor's business, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark or Copyright, without the consent of Assignee, which consent shall not be unreasonably withheld.

9. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this **Section 9**.

10. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege.

11. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly and concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee in the use of the Patents, Trademarks, Copyrights or Licenses, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as the Assignee reasonably deems in the best interest of the Assignee, or from and after the occurrence of an Event of Default, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Liabilities shall have been satisfied in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not

intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights, or Licenses may be located.



14. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

15. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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


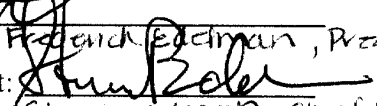
(CORPORATE SEAL)

GREATER NEW YORK BOX CO., INC

BY: 
Stuart Edelman, Executive Vice President
Attest: 
Stuart Edelman, Assistant Secretary

(CORPORATE SEAL)

ART KRAFT CONTAINER CORPORATION


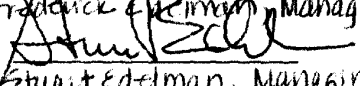
BY: 
Stuart Edelman, President
Attest: 
Stuart Edelman, Chief Financial Officer

(Signatures continued on next page)


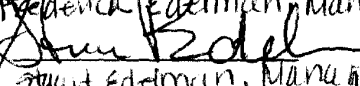
(Signatures continued from previous page)

NATIONAL PERFORMANCE PACKAGING
COMPANY, L.L.C.

(CORPORATE SEAL)


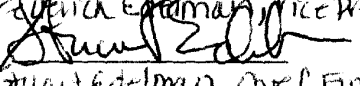
BY: 
Frederick Edelmann, Managing Member
Attest: 
Stuart Edelmann, Managing Member
NATIONAL PACKAGING COMPANY, L.L.C.

(CORPORATE SEAL)

BY: 
Frederick Edelmann, Managing Member
Attest: 
Stuart Edelmann, Managing Member

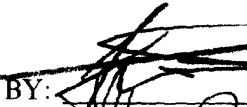
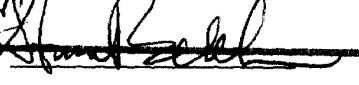
ORANGE COUNTY CORRUGATED, INC.

(CORPORATE SEAL)

BY: 
Frederick Edelmann, Vice President
Attest: 
Stuart Edelmann, Chief Financial Officer

~~FIRST UNION NATIONAL BANK~~

(CORPORATE SEAL)

BY: 
Attest: 

FIRST UNION NATIONAL BANK

(CORPORATE SEAL)

BY: 

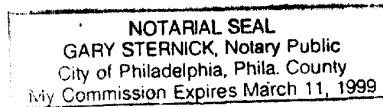
Attest: _____

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS:
COUNTY OF PHILADELPHIA :

On this 25th day of August, 1998, before me, a Notary Public, personally appeared Frederick Edelman who acknowledged himself/herself to be a duly elected Exec. V.P. of Greater New York Box Co., Inc., and that he/she as such Exec. VP, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such officer on behalf of the Assignor.


Notary Public
My Commission Expires:

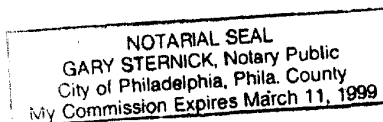


ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS:
COUNTY OF PHILADELPHIA :

On this 25 day of August, 1998, before me, a Notary Public, personally appeared Frederick Edelman who acknowledged himself/herself to be a duly elected President of AA Kraft Container Corporation, and that he/she as such President being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such officer on behalf of the Assignor.

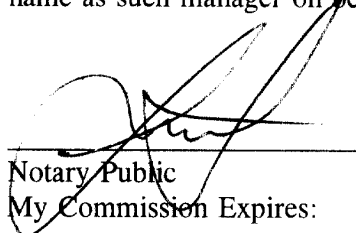

Notary Public
My Commission Expires:



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS:
COUNTY OF PHILADELPHIA :

On this 25 day of August, 1998, before me, a Notary Public, personally appeared Fredrick Edelman who acknowledged himself/herself to be the manager of National Performance Packaging Company, L.L.C., and that he/she as such manager, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such manager on behalf of the Assignor.



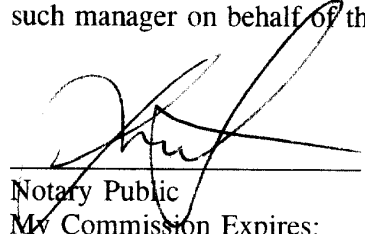
Notary Public
My Commission Expires:

NOTARIAL SEAL
GARY STERNICK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 11, 1999

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS:
COUNTY OF PHILADELPHIA :

On this 25 day of August, 1998, before me, a Notary Public, personally appeared Fredrick Edelman who acknowledged himself/herself to be the manager of National Packaging Company, L.L.C., and that he/she as such manager, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such manager on behalf of the Assignor.



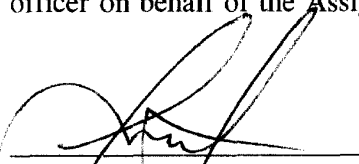
Notary Public
My Commission Expires:

NOTARIAL SEAL
GARY STERNICK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires March 11, 1999

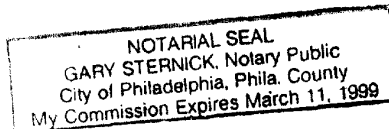
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS:
COUNTY OF PHILADELPHIA :

On this 25 day of August, 1998, before me, a Notary Public, personally appeared Frederick Edelman who acknowledged himself/herself to be a duly elected Vice President of Orange County Correctional Inst. and that he/she as such V.P., being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such officer on behalf of the Assignor.



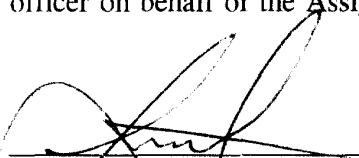
Notary Public
My Commission Expires:



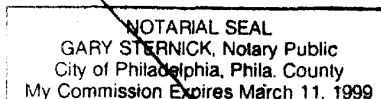
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS:
COUNTY OF PHILADELPHIA :

On this ___ day of August, 1998, before me, a Notary Public, personally appeared _____ who acknowledged himself/herself to be a duly elected _____ of _____, and that he/she as such _____, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such officer on behalf of the Assignee.



Notary Public
My Commission Expires:



ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS:
COUNTY OF PHILADELPHIA :

On this 25th day of August, 1998, before me, a Notary Public, personally appeared Eric Van Gilder who acknowledged himself/~~herself~~ to be a duly elected Vice President of First Union National Bank, and that he/~~she~~ as such V.P., being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such officer on behalf of the Assignee.

Maria Wells
Notary Public
My Commission Expires:

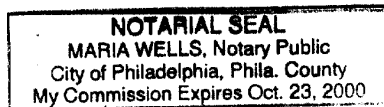


EXHIBIT "A"

ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT

Patents

Title

Patent No.

None

EXHIBIT "B"

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Trademarks

<u>Mark</u>	<u>Registration Date</u>	<u>No.</u>
Steel Stack	8/3/93	1790386

EXHIBIT "C"

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Copyrights

None

EXHIBIT "D"

ASSIGNMENT OF PATENT, TRADEMARK,

COPYRIGHT AND LICENSES AGREEMENT

Licenses

None