

11-27-1998

ONLY



Name of Party(ies) only

100907846

MRAL 11-9-98

LASALLE Business Credit INC.

Entity:

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

Additional name(s) of conveying party(ies) attached?

- Yes
- No

3. Interest Conveyed:

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

Execution Date: December 27, 1996

Patents and Trademarks: TRADEMARKS ONLY  
document or copy thereof.

Name and Address of Party(ies) receiving an interest:

Packaging Service Corporation of Kentucky  
3001 West Kentucky Street  
Louisville, Kentucky

Entity:

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

11-09-1998

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #22

Citizenship: U.S.A.

If 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) and address(es) attached?

- Yes
- No

4. Application number(s) or registration number(s). Additional numbers attached?

- Yes
- No

A. Trademark Application No(s).

B. Trademark Registration No(s).

SEE SCHEDULE A

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

Daniel D. Frohling  
Pattishall, McAuliffe, Newbury,  
Hilliard & Geraldson  
311 South Wacker Dr., Suite 5000  
Chicago, IL 60606

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41)

\$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0650

(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.

John M. Murphy  
Name of Person Signing

Signature

10/27/98  
Date

Total number of pages comprising cover sheet:

2

11/24/1998 SBURNS 00000013 1727328

01 FC:481 40.00 BP  
02 FC:482 200.00 BP

**SCHEDULE A**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BICORD	1,727,328	10/27/92
THE EARTH PAD	1,292,898	09/04/84
GLC and Design	1,338,050	05/28/85
HAWK	1,369,088	11/05/85
DERMAFOAM and Design	1,292,022	08/28/84
DERMA CARE	1,353,438	08/06/85
DERMAGARD	1,423,745	01/06/87
PRO-CLEAN	1,456,386	09/08/87
DERMACARE	1,691,334	06/09/92



10-30-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #22

## **ASSIGNMENT**

**WHEREAS**, on July 7, 1994, Packaging Service Corporation Of Kentucky, ("PSC"), a Kentucky corporation having its principal place of business at 1100 West Market Street, P.O. Box 11519, Louisville, Kentucky 40211, was the sole and exclusive owner of certain trademarks registered with the United States Patent and Trademark Office;

**WHEREAS**, PSC pursuant to a Second Loan and Security Agreement, attached hereto as Exhibit A (hereinafter referred to as the ("Loan Agreement")), assigned all right, title and interest in and to trademarks it owned at that time and those in which it would thereafter acquire (hereinafter referred to as the "TRADEMARKS"), including but not limited to the marks listed in Exhibit B, together with the goodwill symbolized thereby, and all registrations for the TRADEMARKS owned by PSC to LaSalle Business Credit, Inc. ("LaSalle"), a Delaware corporation having its principal place of business at 120 East Baltimore Street, Suite 1802, Baltimore, Maryland 21202, as security collateral for the payment of LaSalle's loan to PSC in the sum of Four Million Six Hundred Fourteen Thousand Five Hundred Sixty-Two Dollars and Sixty-Seven Cents (\$4,614,562.67);

**WHEREAS**, on Decmeber 27, 1996, PSC satisfied all indebtedness and obligations owed to LaSalle pursuant to the terms of the Loan Agreement and that upon such satisfaction, all right, title and interest in and to the TRADEMARKS together with the goodwill symbolized thereby, and all registrations for the TRADEMARKS was to revert back to PSC, and

**WHEREAS**, the parties wish to now confirm in writing the above, prior reversion of rights;

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged by LaSalle, LaSalle acknowledges and the parties agree that upon PSC's

satisfaction and performance of all obligations and indebtedness owed to LaSalle, under the Loan Agreement, all right, title and interest in and to the TRADEMARKS together with the goodwill and business symbolized thereby, and all registrations for the TRADEMARKS reverted to PSC on December 27, 1996, and as between these parties PSC owns all right, title, and interest in and to the TRADEMARKS, together with the goodwill and business symbolized thereby and all of the registrations for the TRADEMARKS.

LaSalle Business Credit

By: 

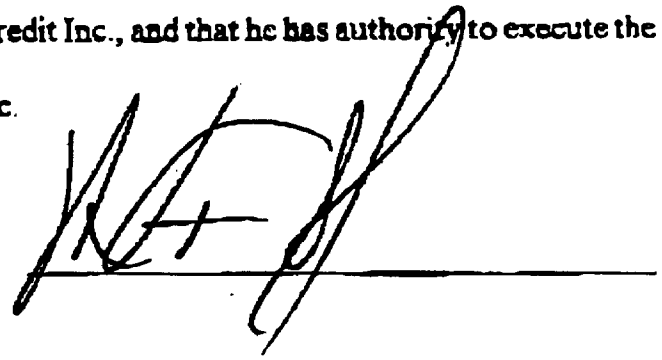
Print Name: J. David Kozminski

Office: 1ST VICE PRESIDENT

Date: OCT. 27, 1998

STATE OF Maryland )  
City of Baltimore )  
COUNTY OF Baltimore )

J. DAVID KOMMALAN hereby duly sworn acknowledges that he is  
1ST VICE PRES. of LaSalle Business Credit Inc., and that he has authority to execute the  
assignment on behalf of LaSalle Business Credit Inc.



SUBSCRIBED AND SWORN to  
before me this 27<sup>th</sup> day of  
October, 1998.

\_\_\_\_\_  
Notary Public

M. F. Grimmel, Notary Public  
City of Baltimore  
State of Maryland  
My Commission Expires April 1, 2000

\_\_\_\_\_  
My Commission Expires

**EXHIBIT B**

<u>Mark</u>	<u>Number</u>	<u>Issue Date</u>
THE EARTH PAD	1,292,898	09/04/84
HR-200	1,332,282	04/23/85
XK-1000	1,332,283	04/23/85
GLC & Design	1,338,050	05/28/85
FX-550	1,363,483	10/01/85
GEMTRON-CXPE & Design	1,366,671	10/22/85
HAWK	1,369,088	11/05/85
GEMTRON-CXPE	1,378,086	01/14/86
IRONLITE	1,391,672	04/29/86
GEMTRON-CXPE	1,394,054	05/20/86
TRYLON	1,429,284	02/17/87
DERAFOAM & Design	1,292,022	08/28/84
DERMA CARE	1,353,438	08/06/85
DERMAGARD	1,423,745	01/06/87
CORRECT-A-COUNT	1,446,222	07/07/87
BIOHESIVE	1,139,859	09/23/80
PRO-CLEAN	1,456,386	09/08/87
DERMACARE	1,691,334	06/09/92
BICORD	1,727,328	10,27/92
MISCELLANEOUS DESIGN	1,700,403	07/14/92