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

U.S. Department of Commerce

05-26-1999

101045292

5.21.99

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

[X] New

[ ] Resubmission (Non-Recordation)
Document ID #

[ ] Correction of PTO Error
Reel # Frame #

[ ] Corrective Document
Reel # Frame #

Conveyance Type

[X] Assignment [ ] License

[ ] Security Agreement [ ] Nunc Pro Tunc Assignment

[ ] Merger

Effective Date
Month Day Year

[ ] Change of Name

[ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: BankAmerica Business Credit, Inc.

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America National Trust and Savings Association

DBA/AKA/TA:

Composed of:

Address (line 1): Attn: Charles W.A. Hagel, Vice President

Address (line 2): 231 South LaSalle Street

Address (line 3): Chicago (City) Illinois (State/Country) 60697 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: National Banking Association

[ ] 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.)*

FOR OFFICE USE ONLY

05/25/1999 MTHAI1 00000069 1733041

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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

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 312/269-8000

Name Peter H. Barrow, Esq.

Address (line 1) Neal, Gerber & Eisenberg

Address (line 2) 2 North LaSalle Street

Address (line 3) 22nd Floor

Address (line 4) Chicago, Illinois 60602

Pages

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

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)		
			1,733,041	930,280	

Number of Properties

Enter the total number of properties involved. # 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 65.00

Method of Payment: Enclosed [X] 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 [X]

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.

Peter H. Barrow		5/13/99
Name of Person Signing	Signature	Date Signed

ASSIGNMENT AGREEMENT
REGARDING
INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT AGREEMENT REGARDING INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") dated as of May 12, 1999 is entered into between BANKAMERICA BUSINESS CREDIT, INC., a Delaware corporation ("Assignor") and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association ("Assignee").

WHEREAS, pursuant to a Loan and Security Agreement dated as of November 5, 1996 (as amended, modified or supplemented, the "Original Agreement") among Assignor, Outlook Group Corp., Outlook Label Systems, Inc., Outlook Foods, Inc., Outlook Packaging, Inc. and Barrier Films Corporation (collectively, the "Borrowers"), Assignor has made certain loans, advances and extensions of credit to or for the benefit of the Borrowers;

WHEREAS, in order to secure the Obligations (as defined in the Original Agreement), Outlook Group Corp. (the "Grantor") has executed and delivered to Assignor that certain Intellectual Property Assignment dated as of November 5, 1996 (the "Prior Assignment"), pursuant to which Grantor granted to Assignor a continuing security interest in and to Grantor's then existing or thereafter created or acquired Trademark Collateral as more-fully described on Schedules 1 and 3 hereto.

WHEREAS, the Prior Assignment was recorded with the Assignment Division of the U.S. Patent and Trademark Office (the "PTO Office") on December 2, 1996 as Reel 1533, Frame 0071;

WHEREAS, Assignor has assigned and transferred to Assignee all of its right, title and interest in and to the Original Agreement and all of the Loan Documents (as defined in the Original Agreement) delivered in connection therewith, including, without limitation, the Prior Assignment and the Trademark Collateral;

WHEREAS, Assignor and Assignee wish to specifically memorialize the assignment and transfer of the Prior Assignment and the Trademark Collateral in such form as shall be eligible for recordation with the PTO Office;

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

1. Defined Terms. Capitalized terms which are contained in this Agreement or in Schedules 1 and 3 hereto shall have the respective meanings herein as such terms have in the Original Agreement or the Prior Assignment, as the case may be.

2. Assignment and Acceptance. Assignor hereby sells, transfers and assigns to Assignee and Assignee hereby purchases, assumes and undertakes from Assignor all

of Assignor's right, title and interest in and to the Prior Assignment, all of Assignor's rights, duties and obligations thereunder and all of Assignor's rights in and to any and all collateral thereunder and proceeds thereof including, but not limited to the Trademark Collateral and such other assets necessary to effectively utilize the Trademark Collateral and the business with which the Trademark Collateral is associated.

3. Further Assurances. Each party hereto agrees to execute and deliver such other instruments, and take such other action as the other party may reasonably request in connection with the transactions contemplated by this Agreement which may be required in connection with the assignment and assumption contemplated hereby.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

BANKAMERICA BUSINESS CREDIT, INC.

By: [signature]
Name: Roger P. Tauchman
Title: Vice President

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By: [signature]
Name: Peter J. Gates Jr.
Title: Vice President

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SCHEDULE 1
TO
ASSIGNMENT AGREEMENT
REGARDING
INTELLECTUAL PROPERTY ASSIGNMENT

Assignor:

BankAmerica Business Credit, Inc.
231 South LaSalle Street
Chicago, Illinois 60697

Assignee:

Bank of America National Trust and Savings Association
231 South LaSalle Street
Chicago, Illinois 60697

Instrument Assigned:

Intellectual Property Assignment dated as of November 5, 1996 from Outlook Group Corp. to Assignor

Trademark Collateral:

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 3 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; 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 3 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 3 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.

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SCHEDULE 3
TO
ASSIGNMENT AGREEMENT
REGARDING
INTELLECTUAL PROPERTY ASSIGNMENT

TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
TITAN	1,733,041	11/17/92
SP and Design	930,280	03/07/72

TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
	NONE	

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