

11-04-1999



101191550

MRD
11-2-99

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

- 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
- Merger
- Change of Name
- Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

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.)

Citizenship/State of Incorporation/Organization

11/03/1999 DNGUYEN 00000155 2088081

FOR OFFICE USE ONLY

01 FD:481
02 FD:482

(40.00 OP
150.00 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

TRADEMARK
REEL: 001984 FRAME: 0378

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2088081"/>	<input type="text" value="1887607"/>	<input type="text" value="964844"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1884116"/>	<input type="text" value="1456576"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1868898"/>	<input type="text" value="1223488"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Linda R. Kastner

Name of Person Signing

Signature

11/1/99

Date Signed

TERMINATION
OF SECURITY INTEREST

THIS TERMINATION OF SECURITY INTEREST is made as of this 11th day of November, 1999, by General Electric Capital Corporation ("Agent"), a New York corporation, in favor of Kranson Industries, Inc. ("Grantor"), a Missouri corporation.

WITNESSETH

WHEREAS, by a certain Trademark Security Agreement (the "Agreement"), dated April 29, 1997, by and between Grantor and Agent, Grantor granted to Agent a security interest in and to the Trademark Collateral (as such term is defined in the Agreement), including the Trademarks listed on Schedule A hereto;

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office ("PTO") on May 19, 1997, at reel 1587 frames 0243 to 0247 (a copy of which is attached hereto as Exhibit I); and

WHEREAS, by a certain Amendment No. 1 To Trademark Security Agreement (the "Amendment No. 1"), dated December 30, 1998, by and between Grantor and Agent, Grantor granted to Agent a security interest in and to the Trademark Collateral (as such term is defined in the Agreement), including the Trademarks listed on Schedule A hereto;

WHEREAS, the Amendment No. 1 was recorded with the United States Patent and Trademark Office ("PTO") on January 14, 1999, at reel 1844 frames 0603 to 0611 (a copy of which is attached hereto as Exhibit II); and

WHEREAS, Grantor and Agent desire to terminate the security interest and have this Termination of Security Interest executed by the Agent and recorded with the PTO.

NOW, THEREFORE, Agent, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby terminates the Agreement and the Amendment No. 1 and releases its security interest in the Trademark Collateral (as such term is defined in the Agreement), including the Trademarks described on Schedule A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Agent has caused this Termination of Security Interest to be executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]

Name: GLENN P. BARTLEY

Title: DULY AUTHORIZED SIGNATORY

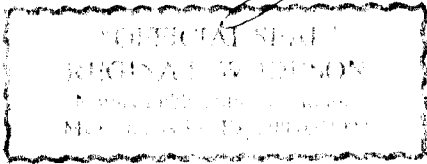
Date: 10/20/99

Subscribed and Sworn to before me this 28 day of October, 1999

My commission expires

[Signature]

8-3-2002



SCHEDULE A TO TERMINATION OF SECURITY INTEREST

U.S. Trademark Files

<u>Registration Number</u>	<u>Title</u>	<u>Filing Date</u>
2,088,081	Velvasoft	05-22-95
1,884,116	Serving A Select Few Very Well	03-14-95
1,868,898	Plastic-Spray	12-20-94
1,887,607	Kranson Industries	04-04-95
1,456,567	"Braun" Trademark	09-08-87
1,223,488	Expando Seal (Sealing Cover for Bottles and Jars)	01-11-83
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

EXHIBIT I

RECORDATION FORM C
MAY 19 1997 TRADE MARKS

05-21-1997

DEPARTMENT OF COMMERCE
U.S. Trademark Office



1004231 800

Tab settings

RECEIPT ACCEPTED

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

MRD 5-19-97

1. Name of conveying party(ies):

Kranson Industries, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: April 29, 1997

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation
as Agent

Internal Address: Suite 1600

Street Address: 105 W. Madison

City: Chicago State: IL ZIP: 60602

- 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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/678,456

B. Trademark Registration No.(s)

1,884,116 1,887,607

1,868,898

Additional markings attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 W. Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Laura Konrath

Name of Person Signing

Laura Konrath
Signature

5/12/97

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231 TRADEMARK

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 29, 1997, by KRANSON INDUSTRIES, INC., a Missouri 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 Credit Agreement dated as of the date hereof by and among Grantor, Texberry Container Corporation, 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 Grantor and the other Borrowers party thereto;

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, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver 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 and Trademark Licenses 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 each Trademark License; and

TRADEMARK
REEL: 1587 FRAME: 0244

TRADEMARK
REEL: 001984 FRAME: 0385

- (d) all products and processes 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 Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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 Lender, 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.

KRANSON INDUSTRIES, INC

By: [Signature]

Title: Chairman

By: [Signature]

Title: CEO and President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent**

By: [Signature: Penny Friedman]

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 29th day of April, 1997 before me personally appeared Kenneth S. Kranzberg and Richard Glassman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Kranson Industries, Inc., who being by me duly sworn did depose and say that they are 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 they acknowledged said instrument to be the free act and deed of said corporation.

{ seal }

[Signature: Margaret Wojciechowski]
Notary Public

.....
"OFFICIAL SEAL"
MARGARET V. WOJCIECHOWSKI
Notary Public, State of Illinois
My Commission Expires 9/21/00
.....

TRADEMARK
REEL: 1587 FRAME: 0246

TRADEMARK
REEL: 001984 FRAME: 0387

SCHEDULE I
o
TRADEMARK SECURITY AGREEMENT

Trademark Files

<u>FILE NO.</u>	<u>TITLE</u>	<u>FILING DATE</u>	<u>SERIAL/ REGISTRATION NUMBER</u>
1170700004	Velvasoft	05-22-95	74678456
1,884,116	Serving A Select Few / Very Well	03-14-95	1,884,116
1,868,898	Plastispray	12-20-94	1,868,898
1,887,607	Kranson Industries	04-04-95	1,887,607

0175059.03

RECORDED: 05/19/1997

TRADEMARK
REEL: 1587 FRAME: 0247

TRADEMARK
REEL: 001984 FRAME: 0388

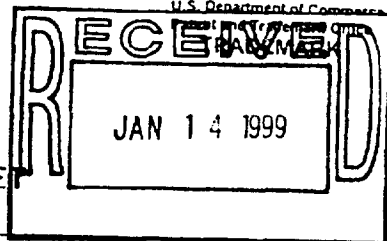
EXHIBIT II

01-27-1999



100951280

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MCD 1-14-99

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
12/30/98
- Merger
- Change of Name
- Other Amendment No. 1 to Trademark Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name Kranson Industries, Inc.

Execution Date
Month Day Year
12/30/98

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Missouri

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation, as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 10 South LaSalle, Suite 2700

Address (line 2) _____

Address (line 3) Chicago

Illinois

60603

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other _____

- Citizenship/State of Incorporation/Organization New York

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.)

01/28/1999 DMBUYEN 00000039 1456567

FOR OFFICE USE ONLY

01 FC:401 40.00 DP
02 FC:402 50.00 DP

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, TRADEMARK

REEL: 1844 FRAME: 0603

TRADEMARK
REEL: 001984 FRAME: 0390

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1456567"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1223488"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="964844"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Linda R. Kastner

Name of Person Signing

Linda R. Kastner

Signature

1/14/99

Date Signed

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of December 30 1998 is entered into by and between KRANSON INDUSTRIES, INC., a Missouri corporation ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders ("GECC").

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement, dated as of April 29, 1997, which was filed with the United States Patent and Trademark Office on May 19, 1997 at Reel 1587, Frame 0243 (the "Existing Trademark Security Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement; and

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement in accordance with this Amendment to reflect the addition of certain trademarks listed on Schedule A attached hereto.

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

1. Amendment to Existing Trademark Security Agreement. Schedule I to the Existing Trademark Security Agreement is hereby amended by adding the Trademarks listed on Schedule A attached hereto. All obligations of Grantor and rights of GECC that are expressed herein, shall be in addition to and not in limitation of those provided in the Existing Trademark Security Agreement and by applicable law. Except as supplemented hereby, all of the terms, covenants and agreements set forth in the Existing Trademark Security Agreement shall remain in full force and effect.

2. Absence of Waiver or Setoff.

2.1. No Waiver. GECC and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and, except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Loan Document (as defined in the Credit Agreement).

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations (as defined in the Credit Agreement) or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to GECC that:

3.1. Corporate Organization. Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

3.2. Validity; Enforceability. This Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

4. Miscellaneous.

4.1. Headings. Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

4.2. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

4.3. Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

4.4. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

4.5. Successors and Assigns. This Amendment shall be binding upon Grantor and GECC and their respective successors and assigns, and shall inure to the benefit of Grantor and GECC and the successors and assigns of GECC.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

KRANSON INDUSTRIES, INC., a
Missouri corporation

By: Mark Schoen
Name: Mark Schoen
Title: Treasurer

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

KRANSON INDUSTRIES, INC., a
Missouri corporation

By: _____
Name: _____
Title: _____

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: *Aligail Weber*
Name: _____
Title: *Duly Authorized*
Signatory

SCHEDULE A

COUNTRY	TRADEMARK NO.	DESCRIPTION	DATE ISSUED
USA	1,456,567	"Braun" Trademark	09/08/87
USA	1,223,488	Expando Seal (Sealing Cover for Bottles and Jars)	01/11/83
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