

11-04-1999



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RE

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

Execution Date
Month Day Year

Name

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

11/08/1999 DNGUYEN 00000157 1456567

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

(40.00 DP
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, Washington, D.C. 20231

TRADEMARK
REEL: 001984 FRAME: 0404

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

Signature

11/1/97

Date Signed

Med 9/8
7-2
ECC
TR

07-07-1998



Tab settings

100755042

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

1. Name of conveying party(ies):

W. Braun Company

- Individual(s)
 - General Partnership
 - Corporation-State Delaware
 - 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: 6/26/98

2. Name and address of receiving party(ies):

Name: General Electric Capital Corporation

Internal Address: Suite 2700

Street Address: 10 South LaSalle Street

City: Chicago State: IL ZIP: 60603

- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,456,567 964,844
1,223,488

Additional numbers attached? Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins
Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago State: IL ZIP: 60606

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

07/06/1998 INCHES 00000051 1456567

01 F048
02 F048

40.00 OP
50.00 OP

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.

Linda R. Kastner
Name of Person Signing

6/30/98
Date

Total number of pages comprising cover sheet: _____

1

TERMINATION
OF SECURITY INTEREST

THIS TERMINATION OF SECURITY INTEREST is made as of this 15th day of November, 1999, by General Electric Capital Corporation ("Agent"), a New York corporation, in favor of W. Braun Company ("Grantor"), a Delaware corporation.

WITNESSETH

WHEREAS, by a certain Trademark Security Agreement (the "Agreement"), dated June 26, 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 Agreement was recorded with the United States Patent and Trademark Office ("PTO") on July 2, 1998, at reel 1747 frames 0602 to 0606 (a copy of which is attached hereto as Exhibit I); 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 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

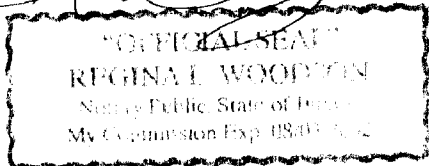
Title: DULY AUTHORIZED SIGNATORY

Date: 10/28/99

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

My commission expires

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>
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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June ²⁴ 1998, by W. BRAUN COMPANY, a Delaware 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 Second Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, Kranson Industries, Inc. and Tricor Packaging, Inc. (collectively, "Borrowers"), the Persons named therein as Credit Parties, 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 Borrowers;

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, 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 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
- (d) all products and proceeds 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 (ii) injury to the goodwill associated with any Trademark.

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 Lenders, 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.

W. BRAUN COMPANY

By: Mark Schoen
Name: Mark Schoen
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Alicia Way
Name: Alicia Way
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 26th day of June, 1998 before me personally appeared Mark Schoen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of W. Braun Company, who being by me duly sworn did depose and say that he is 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 he acknowledged said instrument to be the free act and deed of said corporation.



Kathleen McCarthy
Notary Public

TRADEMARK
REEL: 1747 FRAME: 0605

TRADEMARK
REEL: 001984 FRAME: 0412

SCHEDULE I
TO
TRADEMARKE SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

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

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RECORDED: 07/02/1998

TRADEMARK
REEL: 1747 FRAME: 0606

RECORDED: 11/02/1999

TRADEMARK
REEL: 001984 FRAME: 0413