

11-08-1999



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11-4-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2216371

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

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)

City

State/Country

Zip Code

- 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

11/05/1999 DNGUYEN 00000171 2216371

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
225.00 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: 001987 FRAME: 0643

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) See Attached Schedule I | Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Elizabeth J. Burns

Elizabeth J. Burns

11/3/99

Name of Person Signing

Signature

Date Signed

SCHEDULE 1

TRADEMARKS

U.S. Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Kranson	TRICOR PACKAGING	2,216,371	01/15/99
Kranson	VELVASOFT	2,088,081	08/12/97
Kranson	CALIBER ¹	2,057,779	04/29/97
Kranson	KRANSON INDUSTRIES	1,887,607	04/04/95
Kranson	SERVING A SELECT FEW VERY WELL	1,884,116	03/14/95
Kranson	PLASTIC-SPRAY	1,868,898	04/20/94
Kranson	EXPANDO SEAL	1,223,488	01/11/83

U.S. Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Kranson	TRICOR BRAUN	75/583,086	11/04/98
Kranson	THE PACKAGING INDUSTRY'S ONLY SUPER DISTRIBUTOR	75/592,198	11/19/98

Internet Domain Names

kranson.com
kransonind.com

TRADEMARK SECURITY AGREEMENT

WHEREAS, KRANSON INDUSTRIES, INC., a Missouri corporation (“Grantor”), owns the registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of October 29, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with ANTARES CAPITAL CORPORATION as agent (“Agent”) and as a Lender, and the other Lenders party thereto (collectively, the “Lenders”) providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 29, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired “Trademarks” (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Lenders, a continuing security interest in 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 1 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 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 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;

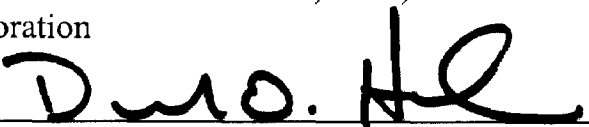
but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders 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.

[remainder of page intentionally blank]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 29th day of October, 1999.

KRANSON INDUSTRIES, INC., a Missouri corporation

By: 
Name: DAVID O. HAWKINS
Title: VICE PRESIDENT

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: DAVID MARTIN
Title: Director

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TRADEMARK
| REEL: 001987 FRAME: 0648

ACKNOWLEDGMENT

STATE OF Illinois)
) SS.
COUNTY OF DuPage)

On the 29 day of October, 1999, before me personally appeared DAVID O HAWKINS, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is VICE PRESIDENT of Kranson Industries, Inc., a Missouri corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth J Burns
Notary Public

My commission expires:

8 / 12 / 01



SCHEDULE 1

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Kranson	THE PACKAGING INDUSTRY'S ONLY SUPER DISTRIBUTOR	75/592,198	11/19/98

Internet Domain Names

kranson.com
kransonind.com

¹A Trademark, Trade Name and Assumed Name Assignment dated August 29, 1997, by and between Caliber Packaging Inc. and Kranson Industries, Inc. was submitted on August 13, 1999 to the U.S. Patent and Trademark Office for recordation to rectify a gap in the chain of title.

Unregistered Trademarks

<u>Owner</u>	<u>Mark</u>
Kranson	BB and Design
Kranson	NORTHWESTERN BOTTLE
Kranson	TEXBERRY

Trade Names

<u>Owner</u>	<u>Mark</u>
Kranson	CALIBER WINE GROUP
Kranson	CLINTON PACKAGING COMPANY
Kranson	CLINTON PACKAGING
Kranson	KRANSON
Kranson	NORTHWESTERN BOTTLE COMPANY
Kranson	NORTHWESTERN BOTTLE
Kranson	r/d design
Kranson	SERLIN CONTAINER & PACKAGING
Kranson	TRICOR BRAUN
Kranson	TRICOR PACKAGING
Kranson	W. BRAUN COMPANY

(530352.1)