

04-21-2000



NET

To the Honorable Commissioner of F

101307339

Send original documents or copy thereof.

1. Name of conveying party(ies):

Smith Container Corporation
260 Southfield Parkway
Forest Park, GA 30050

- Individual(s)
- General Partnership
- Corporation-State Georgia
- 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: February 9, 2000

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

Name: First Union National Bank

Internal Address: c/o First Union Business Credit

Street Address: 200 Galleria Parkway, Suite 1500

City Atlanta State GA ZIP 30339

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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)

1,185,734 2,193,350

B. Trademark registration No.(s)

2,193,356 1,686,943

Additional numbers attached? Yes No

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

Name: Pamela A. Allen

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 4

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

Enclosed \$120.00 expedited fee

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/21/2000 DC0ATES 00000215 1185734

DO NOT USE THIS SPACE

01 FC:48 40.00 DP
02 FC:48 75.00 DP
03 FC:48 120.00 DP

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.

Pamela A. Allen

2/18/00

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK

REEL: 002023 FRAME: 0594

Attachment 1

Item A. Trademarks.

<u>Mark</u>	<u>Registration No.</u>
PROGRESSIVE PACKAGER	1,185,734
TRP TOTAL RIGID PACKAGE and Design	2,193,350
TRP TOTAL RIGID PACKAGE and Design	2,193,356
WE PUT EVERYTHING INTO PACKAGING	1,686,943

Item B. Trademark Licenses.

NONE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of February 9, 2000, by and between SMITH CONTAINER CORPORATION, a Georgia corporation ("Pledgor") and FIRST UNION NATIONAL BANK ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to a certain Loan and Security Agreement (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), dated of even date herewith, between Pledgor and Lender, Lender has agreed to make certain credit accommodations to Pledgor; and

WHEREAS, to induce Lender to make such credit accommodations to Pledgor, Pledgor has agreed to execute and deliver in favor of Lender this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make credit extensions to Pledgor pursuant to the Loan Agreement, Pledgor agrees with Lender as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.
2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Lender a continuing security interest in, to, and under, all rights, titles and interests of Pledgor in, to and under the following property (the "Trademark Collateral"), whether now existing or hereafter arising or acquired:
 - (a) all trademarks, including each trademark referred to in Item A ("Trademarks") of Attachment 1 hereto;
 - (b) all trademark licenses, including each trademark license referred to in Item B ("Trademark Licenses") of Attachment 1 hereto;
 - (c) all reissues, continuations, extensions or renewals of any of the items described in clauses (a) and (b); and
 - (d) all products and proceeds of, and rights associated with, the foregoing, including (i) any claim by any Pledgor against third parties for past, present, or future infringement of any trademark, trademark registration, or trademark license, including any trademark, trademark registration or trademark license referred to in Item A and Item B of Attachment 1 hereto, and (ii) rights to royalties and other payments with respect to the foregoing.

3. Secured Obligations. This Agreement and the security interest granted hereunder to the Agent secures all obligations which may be now or hereafter owing by Pledgor to Agent under this Agreement as well as any and all indebtedness, obligations or other liabilities which may be now or hereafter owing by Pledgor to Lender under or on account of the Loan Agreement and any other agreement, instrument or other document executed by Pledgor with or in favor of Lender under or in connection therewith, or any extensions, renewals, refinancings, restructurings, modifications or replacements, in whole or in part, of or for any of the foregoing, and including, without limitation, any interest which would accrue on the foregoing indebtedness, obligations or liabilities but for the filing by or against Pledgor of a proceeding under any bankruptcy, insolvency, receivership or moratorium law. All of the foregoing indebtedness, obligations or other liabilities are herein collectively called the "Secured Obligations". As used herein, the term "Secured Obligations" shall include, without limitation, all "Obligations" pursuant to and as defined under the Loan Agreement.

4. Security Agreement. This Agreement has been executed and delivered by Pledgor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and perfecting the security interest therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to Lender under the Loan Agreement and the other Loan Documents. The Loan Agreement and the other Loan Documents (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with their respective terms.

5. Release of Security Interest. At such time as the Secured Obligations have been paid in full and the Loan Agreement has been terminated, Lender shall, at Pledgor's expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder.

6. Acknowledgment. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. Collateral Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

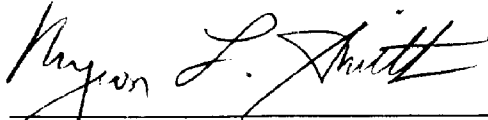
9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and applicable federal laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, and Pledgor has affixed its seal hereto, as of the day and year first above written.

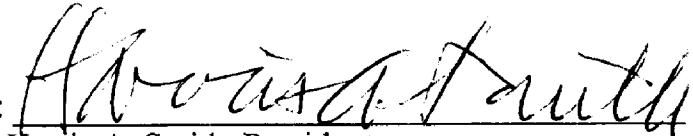
Pledgor:

SMITH CONTAINER CORPORATION

Attest:



Myron L. Smith, Secretary

By: 

Harris A. Smith, President

(CORPORATE SEAL)

Lender:

FIRST UNION NATIONAL BANK

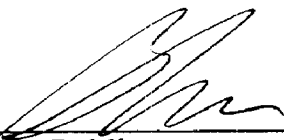
By: Vickie Strausberger
Name: VICKIE STRAUSBERGER
Title: VICE PRESIDENT

STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 9th day of February, 2000, personally appeared Harris A. Smith, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the President of SMITH CONTAINER CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires: _____

[NOTARIAL SEAL]




STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

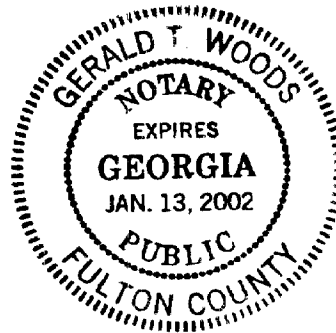
Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 9th day of February, 2000, personally appeared Vickie Strausborger, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Vice President of FIRST UNION NATIONAL BANK, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires: _____

[NOTARIAL SEAL]



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NONE