

CONTINUATION OF ITEM 1 (Additional conveying parties):

EP Holdings, L.P., a Delaware limited partnership

ELM GP, L.L.C., a Delaware limited liability company

CONTINUATION OF ITEM 4 (Additional application and registration numbers):

Trademark Applications

<u>Mark</u>	<u>Ser. No.</u>	<u>File Date</u>
ECOWARE	75/160,649	8/29/96
ECOLOGY FRIENDLY, ECONOMY WISE	75/160,701	8/29/96
TUFF STUFF and Design	75/176,684	10/3/96
RITE-CHOICE	75/330,544	7/25/97

Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LOW-CUBE	1,185,806	1/12/82
TUFF STUFF FOAMPLATES and Design	1,284,374	7/3/84
TUFF STUFF	1,285,283	7/10/84
TUFF STUFF and Design	2,215,093	12/29/98

NY2 - 1069045.1

PATENT AND TRADEMARK COLLATERAL ASSIGNMENT

This Patent and Trademark Collateral Assignment dated as of April 8, 1998, is entered into by ELM PACKAGING COMPANY, L.P., a Delaware limited partnership formerly known as ELM Acquisition, L.P. ("Borrower"), EP HOLDINGS, L.P., a Delaware limited partnership ("Holdings"), ELM GP, L.L.C. ("ELM GP"), and each other Person that at any time agrees in writing to be bound as an Assignor hereunder (Borrower, Holdings, ELM GP and each such other Person, the "Assignors") and SOCIETE GENERALE, in its capacity as Administrative Agent under the Credit Agreement referred to below ("Secured Party"), *for the benefit of* the Persons that now are or at any time hereafter become party as a Lender to the Credit Agreement (the "Lenders"), SOCIETE GENERALE, in its individual capacity and as Administrative Agent, and NATIONSBANK, N.A., as Co-Agent, and all other present and future Holders of any of the Secured Obligations described herein (all, collectively, including the Lenders, the Administrative Agent, and the Co-Agent, the "Beneficiaries").

Recitals

Borrower and Secured Party have entered into a Borrower Pledge and Security Agreement dated as of April 8, 1998, a true and correct copy of which is attached as Annex 1 hereto and by this reference incorporated into this Agreement as if fully set forth at length herein (the "Borrower Pledge and Security Agreement"), and Holdings and ELM GP have entered into a Guarantor Pledge and Security Agreement dated as of April 8, 1998, a true and correct copy of which is attached as Annex 2 hereto and by this reference incorporated into this Agreement as if fully set forth at length herein (the "Guarantor Pledge and Security Agreement" and, together with the Borrower Pledge and Security Agreement, the "Security Agreements").

Pursuant to the Security Agreements, each Assignor has assigned to Secured Party and has granted Secured Party security interests in certain property described in Section 2.1 of the Security Agreements, including the Patent and Trademark Collateral hereinafter described, as security for the payment of the debts, liabilities and obligations described in the Security Agreements as the "Secured Obligations."

The Assignors and Secured Party are executing and delivering this Patent and Trademark Collateral Assignment for the purpose of creating and perfecting Secured Party's security interests in such Patent and Trademark Collateral as more particularly set forth herein.

Accordingly, in consideration of the foregoing and for other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Secured Party hereby agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1. *Terms Defined in the Security Agreements.* Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement, defined in the Security Agreements and not otherwise defined herein have the meanings set forth in the Security Agreements.

Section 1.2. *Certain Defined Terms.* As used in this Assignment, the following terms shall have the following meanings:

"Assignment" means this Patent and Trademark Collateral Assignment.

"Goodwill" means all present and future goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles owned by any one or more of the Assignors and arising out of the Patent and Trademark Collateral.

"License" means any Patent License or Trademark License or other present or future license of any right or interest acquired by the Assignor.

"Patent and Trademark Licenses" means all rights of the Assignor under any present or future written agreement granting any right with respect to any of the U.S. Patents, U.S. Patent Applications, U.S. Trademarks and U.S. Trademark Applications.

"Patent and Trademark Collateral" is defined in Section 2.1.

"Secured Obligations" means each and all of the debts, liabilities and obligations that are described as "Secured Obligations" in either or both of the Security Agreements.

"U.S. Patent and Trademark Applications" means all applications in connection with U.S. Patents and Trademarks, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the patents listed in Schedule I(a) or Schedule I(b) and the trademarks listed in Schedule II(a) or Schedule II(b).

"U.S. Patents" means all of the following:

(a) All present and future patents and patent applications and all patent license agreements to which Grantor is a party (whether as licensor or licensee) and all Claims (including infringement claims) relating thereto, including (i) all registrations and recordings thereof including those listed in Schedule I(a) attached hereto and (ii) all of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule I(b) attached hereto; and

"U.S. Trademarks" means all of the following:

(b) All present and future trademarks, trade names, corporate names, business names, trade styles, service marks, logos, mastheads, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing may appear, designs and general intangibles of like nature, including (i) all registrations and recordings thereof including those listed in Schedule II(a) attached hereto and (ii) all of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule II(b) attached hereto; and

(c) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

Section 1.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors, transferees and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, whether real, personal or mixed and of every type and description.

ARTICLE II. SECURITY INTEREST AND COLLATERAL

Section 2.1. Grant of Security Interest. As security for the payment of the Secured Obligations, each Assignor hereby transfers and assigns to Secured Party as security with power of sale, and grants Secured Party a continuing security interest in, all right, title and interest of such Assignor in, to, under or derived from the following property (collectively, the "Patent and Trademark Collateral"), in each case whether now owned or hereafter acquired by the Assignor and wherever located:

(a) all U.S. Patents;

(b) all U.S. Patent Applications;

(c) all Patent Licenses;

(d) all proceeds of the foregoing, including all Claims of each Assignor against third parties for any (i) past, present or future infringement of any U.S. Patent or U.S. Patent Application and (ii) injury to the Goodwill associated with the foregoing.

(e) all U.S. Trademarks;

(f) all U.S. Trademark Applications;

(g) all Trademark Licenses;

(h) all Goodwill associated with (i) any U.S. Trademark, (ii) any U.S. Trademark Application or (iii) any U.S. Trademark or U.S. Trademark Application licensed under any Trademark License; and

(i) all proceeds of the foregoing, including all Claims of each Assignor against third parties for any (i) past, present or future infringement or dilution of any U.S. Trademark or U.S. Trademark Application and (ii) injury to the Goodwill associated with the foregoing.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.1. Representations and Warranties. Each Assignor hereby represents and warrants that, except as otherwise set forth in any schedule to the Security Agreements:

(a) Schedule I(a), Schedule I(b), Schedule II(a) and Schedule II(b) set forth a complete and accurate listing of all U.S. Patents, U.S. Patent Applications, U.S. Trademarks and U.S. Trademark Applications in which any Assignor has an interest.

(b) It has not granted any license, rights or privileges in or to the Patent and Trademark Collateral which is material to the conduct of its business to any party, except to Secured Party.

(c) The registrations of all Patent and Trademark Collateral listed as to it in Schedule I(a) and Schedule II(a) are valid and enforceable and have not been transferred to any other Person. No Assignor has taken or failed to take any action that would materially and adversely affect the enforceability thereof.

(d) It owns all right, title, and interest in, to and under all Patent and Trademark Collateral listed as to it in Schedule I(a), Schedule I(b), Schedule II(a) and Schedule II(b).

(e) None of the registrations of the Patent and Trademark Collateral listed as to it in Schedule I(a), Schedule I(b), Schedule I(c) or Schedule II(b) have been adjudged invalid or unenforceable, in whole or in part.

(f) Except as otherwise disclosed in the schedules to the Credit Agreement it has not received any written threats of action which if successful would materially adversely affect the business of the Assignor and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Patent and Trademark Collateral.

(g) It at all times is (or, as to any item of Patent and Trademark Collateral acquired after the date hereof, will be) the sole legal and beneficial owner of the Patent and Trademark Collateral and has exclusive possession and control thereof, free and clear of any Liens except those created by this Assignment or permitted under Section 6.3 of the Credit Agreement.

(h) It has the right and power to enter into this Assignment and perform its terms.

ARTICLE IV. COVENANTS

Section 4.1. Covenants. Each Assignor covenants and agrees as follows:

(a) Such Assignor will not, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent and Trademark Collateral with the United States Patent and Trademark Office unless, within 30 days thereafter, it files with any such office or agency, (i) an amendment to this Assignment adding a description of such Patent and Trademark Collateral to Schedule I(a) or Schedule II(a) and (ii) any other agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Patent and Trademark Collateral.

(b) Subject to Section 4.1(a) and except to the extent that (i) Secured Party may otherwise agree or (ii) such Assignor reasonably determines that certain of the Patent and Trademark Collateral is no longer of material value to the Assignor's business, each Assignor shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Patent and Trademark Collateral with the United States Patent and Trademark Office or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings; *provided, however*, that neither this Section 4.1(b) nor any other provision of this Assignment or any other Loan Document shall obligate any Assignor to file any application for the registration or to obtain or maintain the registration of any Patent and Trademark Collateral

which it would not otherwise file, obtain or maintain in the exercise of its ordinary business practices.

(c) In the event that any Assignor's rights under any Patent and Trademark Collateral that is material to the conduct of its business are infringed, misappropriated or diluted by a third party, such Assignor (i) shall notify Secured Party promptly after it learns thereof and (ii) shall take such actions as such Assignor shall reasonably deem appropriate under the circumstances to protect such Patent and Trademark Collateral.

(d) Each Assignor shall promptly notify Secured Party, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Patent and Trademark Collateral that is material to the conduct of its business or infringement of or interference with another trademark which could reasonably be expected to be determined adversely and thereupon to have a Material Adverse Effect. Each Assignor shall, upon request by Secured Party, deliver to Secured Party a copy of all pleadings, papers, orders or decrees theretofore or thereafter filed in any such suit, action or proceeding, and upon request by Secured Party shall keep Secured Party fully advised and informed of the progress of any such suit, action or proceeding.

(e) Each Assignor shall promptly notify Secured Party if it knows (i) that any application or registration relating to any Patent and Trademark Collateral that is material to the conduct of its business may become abandoned or dedicated, (ii) that there has been or likely may be an adverse determination or development (including the institution or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding (A) its ownership of any Patent and Trademark Collateral that is material to the conduct of its business, (B) its right to register such Patent and Trademark Collateral that is material to the conduct of its business or (C) its right to keep and maintain such Patent and Trademark Collateral that is material to the conduct of its business or (iii) of any other event that materially adversely affects the value of any Patent and Trademark Collateral that is material to the conduct of its business.

(f) Subject to Section 4.1(b), upon the written request of Secured Party, each Assignor shall promptly and duly execute and deliver any and all additional documents, including UCC-1 financing statements, and take such further action as Secured Party may deem necessary to obtain the full benefit of this Assignment, all at the sole expense of such Assignor.

(g) Without Secured Party's prior written consent, which consent shall not be unreasonably withheld, no Assignor shall (i) enter into any agreement that would materially impair or conflict with such Assignor's obligations hereunder or (ii) permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in the Assignor's rights and interests in any property included within the definition of Patent and Trademark Collateral that is material to the conduct of its business acquired under such contracts.

**ARTICLE V.
POWER OF ATTORNEY**

Section 5.1. *Power of Attorney.* Each Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power, whenever any Assignor is in default as set forth in Section 4.1 of either of Security Agreements, to endorse any Assignor's name on all applications, documents, papers and instruments necessary for Secured Party (a) to use the Patent and Trademark Collateral, (b) to grant or issue to any, third party a license or, to the extent permitted by an applicable License, a sublicense, whether general, specific or otherwise and whether on an exclusive or non-exclusive basis, of any Patent and Trademark Collateral throughout the world on such terms and conditions and in such manner as Secured Party shall, in its sole discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Patent and Trademark Collateral to any third person. Each Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Discharge of the Credit Agreement.

**ARTICLE VI.
PATENT AND TRADEMARK COLLATERAL**

Section 6.1. *Grant of License to Use Intellectual Property Collateral.* For the purpose of enabling Secured Party to exercise rights and remedies hereunder or under Article IV of the Security Agreements (including in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of any Collateral) during the continuance of an Event of Default, each Assignor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Assignor) (a) to use, license or sublicense any of the Patent and Trademark Collateral now owned or hereafter acquired by the Assignor and wherever the same may be located and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof.

Section 6.2. *Use and Protection of Patent and Trademark Collateral.* Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, each Assignor may continue to use, exploit, license, enjoy and protect the Patent and Trademark Collateral in the ordinary course of its business, and Secured Party shall from time to time, execute and deliver, upon the reasonable written request of any Assignor, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of any Assignor are necessary or appropriate to permit the Assignor to continue to do so.

**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

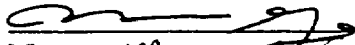
Section 7.1. *Incorporation of Agreements.* Each and all of the provisions of the Security Agreements shall apply to this Agreement, *mutatis mutandis*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Assignors and Secured Party have executed this Patent and Trademark Collateral Assignment as of the date first set forth above.


ELM PACKAGING COMPANY, L.P.
a Delaware limited partnership formerly known as
ELM Acquisition, L.P.

By: ELM GP, L.L.C., a Delaware limited
liability company, its General Partner

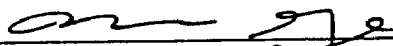
By: 
Name: Marcus George
Title: Manager

EP HOLDINGS, L.P.
a Delaware limited partnership

By: ELM GP, L.L.C., a Delaware limited
liability company, its General Partner

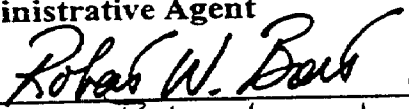
By: 
Name: Marcus George
Title: Manager

ELM GP, L.L.C.
a Delaware limited liability company

By: 
Name: Marcus George
Title: Manager

Accepted and agreed as of
the date first above written:

SOCIETE GENERALE
As Administrative Agent

By: 
Name: Robert W. Bolt
Title: Vice President

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Certificates of Acknowledgement

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Jennifer J. Cogdal, a Notary Public of Cook County, do hereby certify that Marcus George, personally appeared before me this day and acknowledged that he/she is manager of ELM GP, L.L.C., a Delaware limited liability company, General Partner of ELM Packaging Company, L.P., a Delaware limited partnership f/k/a/ ELM Acquisition, L.P. and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by its manager, for and on behalf of said partnership.

WITNESS my hand and Notarial Seal, this 8th day of April, 1998.

Jennifer J. Cogdal
Notary Public

My Commission Expires:



STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, Jennifer J. Cogdal a Notary Public of Cook County, do hereby certify that Marcus George, personally appeared before me this day and acknowledged that he/she is manager of ELM GP, L.L.C., a Delaware limited liability company, General Partner of EP HOLDINGS, L.P., a Delaware limited partnership and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed in its name by its manager, for and on behalf of said partnership.

WITNESS my hand and Notarial Seal, this 8th day of April, 1998.

Jennifer J. Cogdal
Notary Public

My Commission Expires:



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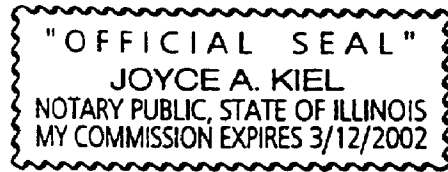
STATE OF ILLINOIS)

COUNTY OF LAKE)^{SS}

I, Joyce A Kiel, a Notary Public of LAKE County, do hereby certify that Marius George, personally appeared before me this day and acknowledged that he/she is Manager of ELM GP, L.L.C., a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that as such Manager, he/she signed and delivered the said instrument, and that by authority duly given, the foregoing instrument was signed in its name by its Manager, for and on behalf of said company.

WITNESS my hand and Notarial Seal, this 8th day of April, 1998.

Joyce A Kiel
Notary Public



My Commission Expires:

STATE OF ILLINOIS)

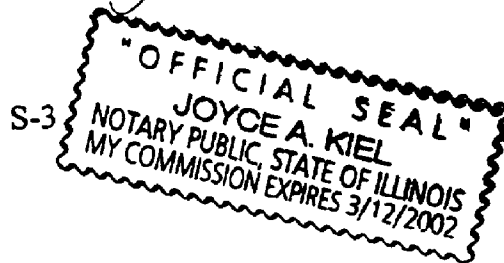
COUNTY OF LAKE)^{SS}

I, Joyce A. Kiel, a Notary Public of LAKE County, do hereby certify that Robert W. Bolt, personally appeared before me this day and acknowledged that he/she is Vice President of Societe Generale, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that as such Vice President, he/she signed and delivered the said instrument and that by authority duly given, the foregoing instrument was signed in its name by its Vice President, for and on behalf of said corporation.

WITNESS my hand and Notarial Seal, this 8th day of April, 1998.

Joyce A Kiel
Notary Public

My Commission Expires:



SCHEDULE I(a)

REGISTERED PATENTS

No unexpired issued patents are currently held by Assignors.

SCHEDULE I(b)UNREGISTERED PATENTS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Named Inventor</u>	<u>Title</u>	
08/904,303	7/31/97	Ray McCann	Disposable Container	Food
TBD Atty Docket No. 34879-025	12/5/97	Ray McCann	Disposable Container	Food
TBD Atty Docket No. 34879-026	12/5/97	Ray McCann	Disposable Container	Food
TBD Atty Docket No. 34879-027	12/5/97	Ray McCann	Disposable Container	Food
TBD Atty Docket No. 34879-028	12/5/97	Ray McCann	Disposable Container	Food
TBD Atty Docket No. 34879-029	12/5/97	Ray McCann	Disposable Container	Food

SCHEDULE II(a)

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date Registered</u>
LOW-CUBE	1,185,806	1/12/82
TUFF STUFF	1,285,283	7/10/84
TUFF STUFF FOAMPLATES	1,284,374	7/3/84

SCHEDULE II(b):

**UNREGISTERED TRADEMARKS
(APPLICATIONS PENDING)**

<u>Mark</u>	<u>Ser. No.</u>	<u>Filing Date</u>
ECOWARE	75/160,649	8/29/96
RITE-CHOICE	75/330,544	7/25/97
TUFF STUFF AND DESIGN (COLOR)	75/176,684	10/3/96
TUFF STUFF AND DESIGN (BLACK/WHITE)	75/176,685	10/3/96
ECOLOGY FRIENDLY, ECONOMY WISE	75/160,701	8/29/96