

4/25/00

05-15-2000



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101356759

APR 25 AM 11:23

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

1. Name of conveying party (ies): **OPR/FINANCE Group, Inc.**

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

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

2. Name and address of receiving party(ies):
 Name: NationsBank, NA
 Internal Address: 100 North Tryon Street, 13th Floor, Charlotte, NC 28255
 Street Address: 100 North Tryon Street, 13th Floor, Charlotte, NC 28255

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 12, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,198,183**

Additional numbers attached? Yes No

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

Name:
Margaret A. Boulware

Street Address:
**Jenkins and Gilchrist, a Professional Corporation
 1100 Louisiana Street, Suite 1800
 Houston, Texas 77002-5214**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): **\$40.00**

Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447
 (Attach duplicate copy of this page if paying by deposit account)

04/12/2000 JSH/BAZZ 00000340 2198183 DO NOT USE THIS SPACE

0 FC:401 40.00 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.

Margaret A. Boulware Margaret A. Boulware April 19, 2000
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 11

Date of Deposit April 20, 2000

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as **first class mail** with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Kim Kennedy
 Kim Kennedy

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

(Borrower)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Agreement") is between KERR GROUP, INC., a Delaware corporation ("Debtor"), and NATIONSBANK, N.A., a national banking association ("Secured Party"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Credit Agreement dated as of March 12, 1999 (the "Credit Agreement") among Debtor, Secured Party, NationsBanc Montgomery Securities LLC and Wells Fargo Bank, N.A., and each of the "Lenders" party thereto.

RECITALS:

A. Debtor and Secured Party are parties to that certain Trademark Security Agreement dated as of August 26, 1997 (the "Original Trademark Agreement") and that certain Loan and Security Agreement dated as of August 26, 1997 (as amended, the "Original Security Agreement").

B. Debtor and Secured Party have entered into that certain Pledge and Security Agreement dated as of March 12, 1999 (as the same may be renewed, extended, amended, modified, restated, supplemented, and in effect from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

C. Pursuant to the terms of the Security Agreement, (i) Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement) and (ii) the lien and security interest of Secured Party under the Original Security Agreement in all General Intangibles of Debtor has been amended, restated and continued.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor'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 ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License, including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted and continued pursuant to the Security Agreement. This Agreement amends and restates in its entirety the Original Trademark Agreement. All liens and security interests created under and/or evidenced by the Original Trademark Agreement shall continue to be created under and/or evidenced by this Agreement, with the same perfection and priority under this Agreement as existed under the Original Trademark Agreement. This Agreement shall not constitute an extinguishment, discharge, satisfaction, or novation of any indebtedness, liabilities, or obligations of Debtor under the Original Trademark Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests 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.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12 day of March, 1999.

DEBTOR:

KERR GROUP, INC.,
a Delaware corporation

By: _____

Name: Lawrence C. Caldwell

Title: Vice President, Secretary and Treasurer

SECURED PARTY:

NATIONSBANK, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License, including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted and continued pursuant to the Security Agreement. This Agreement amends and restates in its entirety the Original Trademark Agreement. All liens and security interests created under and/or evidenced by the Original Trademark Agreement shall continue to be created under and/or evidenced by this Agreement, with the same perfection and priority under this Agreement as existed under the Original Trademark Agreement. This Agreement shall not constitute an extinguishment, discharge, satisfaction, or novation of any indebtedness, liabilities, or obligations of Debtor under the Original Trademark Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests 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.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 12 day of March, 1999.

DEBTOR:

KERR GROUP, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

SECURED PARTY:

NATIONSBANK, N.A.,
as Administrative Agent

By: Harold R. Beattie, Jr.
Name: Harold R. Beattie, Jr.
Title: Senior Vice President

ACKNOWLEDGMENT

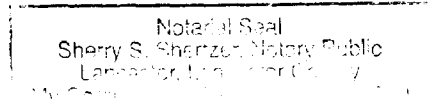
STATE OF PENNSYLVANIA)
)
COUNTY OF LANCASTER)

This instrument was acknowledged before me this 12 day of March, 1999, by LAWRENCE C. CALDWELL, as CFO of Kerr Group, Inc., a Delaware corporation, on behalf of such company.

{Seal}

Sherry S. Shertzer
Notary Public in and for the State of Pennsylvania

My commission expires: February 26, 2000



STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of March, 1999, by _____, as _____ of NationsBank, N.A., a national banking association, on behalf of such bank.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of March, 1999, by _____, as _____ of Kerr Group, Inc., a Delaware corporation, on behalf of such company.

{Seal}

Notary Public in and for the State of _____

My commission expires: _____

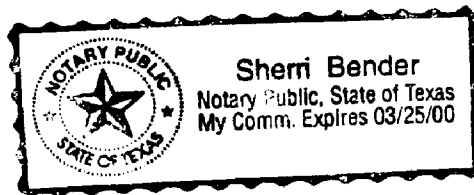
STATE OF Texas)
)
COUNTY OF Dallas)

This instrument was acknowledged before me this 11 day of March, 1999, by Wald R. Beattie, Jr. Senior Vice President of NationsBank, N.A., a national banking association, on behalf of such bank.

{Seal}

Sherri Bender
Notary Public in and for the State of Texas

My commission expires: _____



SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks Owned by Kerr Group, Inc.

(See attached.)

Kerr Group, Inc.

U.S. TRADEMARK STATUS REPORT
January 11, 1999

Trademark	KERR Ref.	Appl. No./Filing Date	Reg. No. & Date	Goods	Remarks
ALA	N/A	003,511, February 28, 1956	632,680 August 4, 1956	Square wide mouth amber glass jars	Expired - Failure to file Section 8
CAROL'S KITCHEN	N/A	815,167 July 27, 1988	1,633,597 January 29, 1991	Section of a newsletter relating to kitchen products and household hints	Cancelled
CLEAR PICTURE		S/N 75/353374	September 8, 1997	Published	
CR	36559/252	246,567 January 17, 1980	1,193,640	Plastic closures for containers	Registered - Ren. due April 13, 2000
CR-I	36559/253	144,833 October 17, 1977	1,133,139 April 15, 1980	Plastic closures for containers	Registered - Ren. due April 17, 2000
CR-III	36559/254	150,412	N/A	Child-resistant closures and caps	Allowed - Statement of use or first extension request due October 28, 1998
DEAR CAROL	N/A	815,166 July 27, 1989	1,631,200 January 8, 1991	Section of a newsletter relating to kitchen products and household hints	Cancelled
DESIGN	N/A	837,580 November 13, 1989	1,638,753 March 19, 1991	Column in a newsletter relating to kitchen products and household hints	Cancelled
EXTRA CRISP FRIENDLY & SAFE	36559/255	015,754 January 2, 1980 S/N 75/210163	1,650,919 July 19, 1991 December 9, 1986	Food products, namely, pickling spice mixtures	Registered - Ren. Due July 16, 2001
GPCRC	N/A	743,223 August 1, 1988	1,528,294 March 7, 1989	Plastic child-resistant caps	Cancelled
GPSC	N/A	743,225 August 1, 1988	1,528,295 March 7, 1989	Plastic prescription snap caps	Cancelled
GPV	N/A	743,224 August 1, 1988	1,530,895 March 21, 1989	Plastic prescription vials	Cancelled
GRIP-TITE	36559/256	090,426 February 5, 1960	707,921 November 29, 1980	Jar lifting tongs	Registered - Ren. Due November 29, 2000
HANDI-PACK	N/A	642,059 February 11, 1953	611,253 August 30, 1955	Plastic capsule vials	Expired
HI-TORK	N/A	636,675 October 16, 1952	577,081 July 7, 1953	Molded bottles and jar closures or caps	Expired

Trademark	Reg. No.	App. No./Filing Date	Reg. No. & Date	Goods	Status
JEL N'JAM	36559/257	641,977 January 29, 1987	1,487,001 May 3, 1988	Sugar and pectin mix	Registered - Ren. Due May 3, 2008
KERR	36559/264	657,961 April 30, 1987	1,465,528 November 18, 1987	Glass jars and crowns	Registered - Ren. Due November 18, 2007
KERR	N/A	836,781 November 7, 1989	1,637,015 March 5, 1991	Food products; namely, sugar/pectin mix	Canceled
KERR	36559/259	111,399 November 2, 1990	1,665,155 November 19, 1991	Fruit based pie filling; pickling spice mixtures	Registered - Ren. Due November 19, 2001
KERR	36559/258	084,276 August 2, 1990	1,671,730 January 14, 1992	Books, namely; cookbooks	Registered - Ren. Due January 14, 2002
KERR & DESIGN	36559/263	415,334 July 22, 1993	1,891,932 May 2, 1995	Metal lids, child-resistant and tamper-evident bottle closures of metal; plastic lids, plastic vials and closures, plastic bottle closures, child-resistant and tamper-evident bottle closures not made of metal; plastic bottles sold empty	Registered - 8 and 15. Declaration due May 2, 2001
KERR (STYLIZED)	36559/262	533,171 September 3, 1947	503,109 October 19, 1948	Jar caps and lids made of metal	Registered - Ren. Due October 20, 2008
KERR (STYLIZED)	36559/261	533,174 September 3, 1947	503,110	Glass jars	Registered - Ren. Due October 20, 2008
KERR (STYLIZED)	36559/260	015,817 January 2, 1990	1,667,728 December 10, 1991	Fruit based pie filling; pickling spice mixtures	Registered - Ren. Due December 10, 2001
KPP	36559/266	368,777 August 24, 1970	954,250 March 6, 1973	Closures for bottles and jars; plastic bottles	Registered - Ren. Due March 6, 2003
OPALITE	N/A	682,613 March 2, 1955	614,643 October 25, 1955	Coated ornament jars	Expired
PANTRY	N/A	815,257 July 27, 1989	1,617,580 October 16, 1990	Newsletters relating to kitchen products and household hints	Canceled
PERFECTPAK	N/A	217,624 November 1, 1991	N/A	Packaging services	Abandoned - Failure to respond
RINGSEAL	N/A	041,145 March 22, 1990	1,647,186 June 11, 1991	Metal crowns for beverage containers	Canceled

Trademark	Issue Ref.	App'd. No. / Reg. Date	Reg. No. & Date	Goods	Status
SCRIPTVISION	36559/267	150,413 August 14, 1996	N/A	Bottles and vials used by pharmacists sold empty	Allowed - Statement of use or first extension request due October 28, 1998
SELF-SEALING	36559/268	533,170 September 3, 1947	521,418 February 28, 1950	Jar caps and lids	Registered - Ren. Due February 28, 2000
SELF-SEALING (STYLIZED)	36559/269	533,169 September 3, 1947	518,904 December 20, 1949	Glass jars and glass containers for use in preserving foods	Registered - Ren. Due December 20, 1999
SIERRA	N/A	084,270 August 2, 1990	1,693,083 June 9, 1992	Beverage containers	Abandoned
SUNLIGHT	N/A	041,146 March 22, 1990	1,626,667 December 11, 1990	Metal crowns for beverage containers	Canceled
SUPER-SPEED	N/A	320,778 July 27, 1981	1,192,146 March 16, 1982	Plastic closures or caps for containers	Registered - Ren. Due March 18, 2002
SURE-FIT	36559/271	276,008 April 16, 1997	N/A	Non-metal temper-evident closures for containers, bottles, jars and jugs	Allowed - Statement of use or first extension request due February 25, 1999
TE-III	36559/272	816,655 July 27, 1989	1,621,144 November 6, 1990	Newsletters relating to kitchen products and household hints	Canceled
THE KERR K-I-T-C-H-E-N & DESIGN	N/A	041,869 March 26, 1990	1,627,960 December 18, 1990	Metal crowns for beverage containers	Canceled
TURNOFF	N/A	015,818 January 2, 1990	1,662,459 October 28, 1991	Jar lids, glass jars, food products, namely, pickling spices	Canceled
WHEN IT COMES TO HOME CANNING... ALL YOU NEED IS KERR!	N/A				

mf/trademark2.doc

FOREIGN TRADEMARK STATUS REPORT
January 11, 1999

Country	Trademark	App. No./Filing Date	Reg. No. & Date	Class	Status
Australia	CR-I	360747, May 27, 1981	A360747 May 27, 1981	20	Registered - Ren. Due May 27, 2002
Canada	CR-III	836557 February 14, 1997	N/A	N/A	Pending - Certified copy of U.S. registration due March 3, 1999
Canada	KERR & DESIGN	837349 February 21, 1997	NA	N/A	Pending - Distinctiveness affidavit due February 2, 1999
Canada	KERR SELF SEALING	161078 January 3, 1933	UCA00335 January 3, 1933	N/A	Registered - Ren. Due January 3, 2008
Canada	TE-III	844800 May 12, 1997	N/A	20	Pending - Certified copy of U.S. reg. Due 4/4/98.
European Union	CR-III	464156 February 14, 1997	N/A	20	Pending
European Union	TE-III	536326 May 2, 1987	N/A	20	Pending
Germany	CR-I	41966 March 24, 1980	1009221 October 16, 1980	20	Registered - Ren. Due March 24, 2000
Mexico	CR-III	286943 February 14, 1997	553524 July 28, 1997	20	Registered - Ren. Due February 14, 2007
Mexico	FRIENDLY & SAFE	S/N 259119	April 8, 1986		Registered
Mexico	KERR & DESIGN	289190 March 7, 1997	551615 June 26, 1997	6	Registered - Ren. Due June 26, 2007
Mexico	KERR & DESIGN	289192 March 7, 1997	N/A	20	Pending
Mexico	KERR & DESIGN	289191 March 7, 1997	549506 May 28, 1997	21	Registered - Ren. Due May 27, 2007
Mexico	TE-III	286770 May 30, 1997	581579 October 30, 1997	20	Registered - Ren. Due October 30, 2007
South Korea	CR-III	976513 February 14, 1997	N/A	20	Pending
South Korea	KERR & DESIGN	978256 February 25, 1997	N/A	6, 20, 21	Pending
South Korea	SCRIPTVISION	976514 February 14, 1997	407666 July 3, 1998	20	Registered - Ren. Due July 3, 2006
Venezuela	KERR	48286 January 17, 1986	132911 January 28, 1988	2	Registered - Ren. Due January 28, 2003