



07-17-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #26

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REGISTRATION FORM COVER SHEET
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7-17-00

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Remarks: 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
- Name Execution Date
Month Day Year

Formerly

1612915

- 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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

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.)

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US PATENT & TRADEMARK OFFICE
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08/07/2000 MTHAI1 00000195 1612915
01 FC:481 40.00 DP

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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: 002115 FRAME: 0613

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"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1,612,915"/>	<input type="text"/>	<input type="text"/>
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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.

SUE THOUIN

7/11/00

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S
TRADEMARK COLLATERAL**

ASSIGNMENT OF SECURITY INTEREST IN BORROWER'S TRADEMARK COLLATERAL dated as of July 7, 2000 made by and between SCHIFFENHAUS PACKAGING CORP., a New Jersey corporation with its office at 2013 McCarter Highway, Newark, New Jersey 07104 ("Borrower"), and SUMMIT COMMERCIAL/GIBRALTAR CORP., having an office at 546 Fifth Avenue, New York, New York 10036 ("Lender").

WITNESSETH:

WHEREAS, Borrower, has acquired, adopted or used, and is using or intends to use, as applicable, the trademarks and/or trade names listed in Exhibit A attached hereto and made a part hereof (the "Trademarks"), which, as indicated in Exhibit A, are registered (or with respect to which an application for registration has been filed and is pending) in the United States Patent and Trademark Office,

WHEREAS, Borrower and Lender have entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Lender has agreed to make loans to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Borrower is granting to Lender a security interest in, among other things, all of Borrower's right, title and interest in, to and under, (i) all trademarks, trade names (including, without limitation the Trademarks), corporate names, service marks, logos and other source or business identifiers, and all applications in connection therewith, the goodwill of the business to which each such trademark and trade name relates, all franchises and licenses with respect to each such trademark and trade name in which Borrower has an interest, and all rights and remedies that Borrower might exercise with respect to any of the foregoing (including, without limitation, the right to sue for past, present or future infringements) (collectively, the "Trademark Collateral"), and (ii) all other intangible personal property similar to any of the foregoing, in each case whether presently existing or hereafter arising or acquired; and

WHEREAS, it is a condition precedent to Lender's obligations under the Credit Agreement that Borrower execute and deliver this Assignment of Security Interest in Borrower's Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby pledges, transfers and assigns to Lender, and hereby grants to Lender a security interest in all of Borrower's right, title and interest in, to and under the Trademark Collateral and the good will of the business in which the marks therein are used, whether presently existing or hereafter arising or acquired; provided, however, that until the occurrence of an Event of Default (as defined in the Credit Agreement), Borrower may continue to use the Trademarks in its business for its own benefit and its own account as if it had not made this Assignment of Security Interest in Borrower's Trademark Collateral.


This Assignment of Security Interest in Borrower's Trademark Collateral is executed in connection with the security interest granted to Lender pursuant to the Credit Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Borrower hereby agrees that, until full and final and indefeasible payment and performance of the Obligations, if Borrower shall obtain any rights in any new trademarks, such new trademarks shall constitute Trademark Collateral and Collateral (as defined in the Credit Agreement), the provisions hereof and of the Credit Agreement shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Assignment of Security Interest in Borrower's Trademark Collateral by amending Exhibit A attached hereto to include any future trademarks and trademark applications covered hereby.

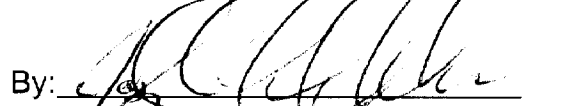
This Assignment of Security Interest in Borrower's Trademark Collateral shall be interpreted and the rights and obligations of the parties hereto determined in accordance with applicable federal law and the internal laws of the State of New Jersey.

IN WITNESS WHEREOF, Borrower and Lender have executed this Assignment of Security Interest in Borrower's Trademark Collateral as of the day and year first above written.


ATTEST:

By: 
Larry Samples
Secretary

SCHIFFENHAUS PACKAGING CORP.

By: 
Joseph H. Schiffenauer Jr.
Co. President

SUMMIT COMMERCIAL/GIBRALTAR CORP.

By: 
Peter Hollitscher
Vice President

STATE OF NEW JERSEY)

: ss.:

COUNTY OF ESSEX)

On the 7th day of July, 2000 before me personally came Joseph Schiffenhaus to me known who, being by me duly sworn, did depose and say that he is the Co-President of SCHIFFENHAUS PACKAGING CORP., the corporation described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said corporation.

Cheryl J. Hochstuhl
Notary Public

My commission expires on

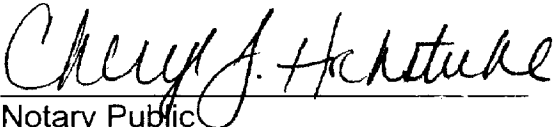
CHERYL J. HOCHSTUHL
Notary Public, State of New Jersey
No. 85307
Qualified in Morris County
My Commission Expires July 12, 2002

STATE OF NEW JERSEY)

: ss.:

COUNTY OF ESSEX)

On the 7th day of July, 2000, before me personally came Peter Hollitscher, to me known who, being by me duly sworn, did depose and say that she is the Vice President of SUMMIT COMMERCIAL/GIBRALTAR CORP., the corporation described in and which executed the foregoing instrument; that he, in such capacity, being authorized to do so, executed the foregoing instrument as such entity's voluntary act and deed for the purposes therein contained by signing on behalf of said corporation.


Notary Public

My commission expires on

CHERYL J. HOCHSTUHL
Notary Public, State of New Jersey
No. 85307
Qualified in Morris County
My Commission Expires July 12, 2002

TRADEMARKS

<u>MARK</u>	<u>REGIS. NO.</u>	<u>DATE</u>
Preflex	1,612,915	9/11/90

RECORDED: 07/17/2000 09:40:00

RECORDED: 07/17/2000

**TRADEMARK
REEL: 002115 FRAME: 0619**