

08-28-2000



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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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  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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FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 200.00 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

**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)**

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.

Diane S. Joyce  
Name of Person Signing

Diane A. Joyce  
Signature

8/21/00  
Date Signed

## TRADEMARK SECURITY AGREEMENT

WHEREAS, CONTAINER GRAPHICS CORP., a corporation organized under the laws of Ohio ("Grantor"), owns the Trademarks and the Trademark 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, pursuant to a Credit and Security Agreement (as amended, restated and otherwise modified, the "Credit and Security Agreement") of even date herewith among the Grantor, and First Union National Bank, as Lender, for the ratable benefit of itself, has agreed to extend certain Loans according to the terms and conditions more particularly described in the Credit and Security Agreement; and

WHEREAS, pursuant to the terms of the Credit and Security of even date herewith (as said Agreement may be amended, restated or otherwise modified from time to time, the "Credit and Security Agreement;" all capitalized terms defined in the Credit and Security Agreement and not otherwise defined herein have the respective meanings provided for in the Credit and Security Agreement), between the Grantor and the Lender, the Grantor has granted to the Lender for the ratable benefit of itself a security interest in certain assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit and Security Agreement and the other Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Lender for the ratable benefit of itself 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 now existing or hereafter created or acquired in order to secure the Obligations referred to herein:

- (1) each Trademark, including, without limitation, the Trademarks 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;
- (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 including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto and the trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark or trademark licensed under any Trademark License.

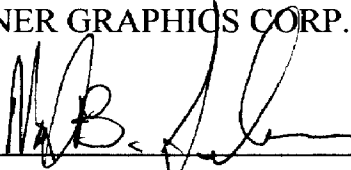
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LIB:

**TRADEMARK**  
**REEL: 002125 FRAME: 0363**

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

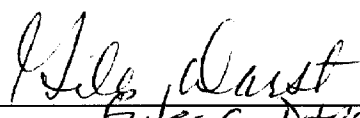
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 16 day of August, 2000.

CONTAINER GRAPHICS CORP.

By:   
Name: W. B. SAUNDERS  
Title: PRESIDENT

Agreed and Accepted as of the  
16 day of August, 2000.

FIRST UNION NATIONAL BANK,  
as Lender

By:   
Name: CURTIS C. DARRIST  
Title: V.P.

ACKNOWLEDGMENT

STATE OF North Carolina

COUNTY OF Wake

I, Natalie M. Hare, a Notary Public for said County and State, do hereby certify that Neil B. Saunders personally appeared before me this day and stated that (s)he is President of Container Graphics Corp. and acknowledged, on behalf of Container Graphics Corp. the due execution of the foregoing instrument.

Witness my hand and official seal, this 25 day of May, 2000.

Natalie M. Hare  
Notary Public

My commission expires:

8-8-2004

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LIB:

[Trademark Security Agreement]

TRADEMARK  
REEL: 002125 FRAME: 0366

Schedule 1  
to Trademark  
Security Agreement

TRADEMARK REGISTRATIONS

- |    |   |   |
|----|---|---|
| 1. | “ContainerScore”<br>- Federal Service Mark                    | Registration No. 5,221,249<br>Dated June 22, 1993     |
| 2. | “DinoScore”<br>- Federal Service Mark                         | Registration No. 5,194,064<br>Dated March 16, 1993    |
| 3. | “Lead Edge Trip Flipper”<br>- Federal Service Mark            | Registration No. 5,111,725<br>Dated May 12, 1992      |
| 4. | “M-PreSS ”(rule)<br>- Federal Service Mark                    | Registration No. 5,429,577<br>Dated July 4, 1995      |
| 5. | “M-PreSS” (slit score)<br>- Federal Service Mark              | Registration No. 5,582,571<br>Dated December 10, 1996 |
| 6. | “M-PreSS” (products formed thereby)<br>- Federal Service Mark | Registration No. 5,641,551<br>Dated June 24, 1997     |
| 7. | “SCORE-TOPS”<br>- Federal Service Mark                        | Registration No. 5,409,442<br>Dated April 25, 1995    |
| 8. | “Container Graphics”<br>- Federal Service Mark                | Registration No. 2,290,942<br>Dated November 9, 1999  |
| 9. | “ZeroCrush” rubber and Phase 3<br>product ejection rubber     | Registration No. 5,881,620<br>Dated March 16, 1999    |

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

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