

Tab settings      8-1-00



101447946

Attached original documents or copy thereof.

To the Honorable Commissioner of P:

1. Name of conveying party(ies):

Oracle Packaging, Inc.

- Individual(s)
- General Partnership
- Corporation-State OH
- 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: July 27, 2000

2. Name and address of receiving party(ies)

Name: Mid Am Bank

Internal Address:

Street Address: 519 Madison Ave.

City: Toledo State: OH ZIP: 43604

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

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

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,322,147

Additional numbers attached?  Yes  No

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

Name: Kenneth C. Baker, Esq.

Internal Address: Eastman & Smith Ltd.

P.O. Box 10032

Street Address: One SeaGate, 24th Fl.

City: Toledo State: OH ZIP: 43699-0032

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

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Kenneth C. Baker

Name of Person Signing

Signature

7/27/00

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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## TRADEMARK AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Agreement"), made on July 27, 2000 by Oracle Packaging, Inc., an Ohio corporation ("Grantor") in favor of Mid Am Bank (the "Bank"), as parties to the Loan Agreement (as hereinafter defined);

### **W I T N E S S E T H:**

**WHEREAS**, Grantor and the Bank are parties to the Loan Agreement dated of even date herewith (as amended, modified or supplemented and in effect immediately prior to the date hereof, the "Loan Agreement) , pursuant to which the Bank has agreed to extend credit to Grantor on the terms and subject to the conditions set forth therein; and

**WHEREAS**, as a condition precedent to extending credit under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all obligations and debts of Grantor to Bank, or any renewals or extensions thereof, whether due or to become due, direct or indirect, absolute or contingent, presently existing or hereafter arising, including but not limited to the repayment of all amounts due Bank under the Loan Documents (collectively, the "Obligations").

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Bank, as follows:

**SECTION 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.

**SECTION II. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Bank, and grant to the Bank a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

A. all trademarks, trade names, corporate names, company names, trade styles, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark office or in any similar office or agency of the United States or any State thereof (all of the foregoing items in this clause (a) being collectively called a "Trademark") , including without limitation, those referred to in **Exhibit 1** hereto;

B. all Trademark licenses;

C. all renewals, reissues, continuations, extensions or the like of any patents, copyrights, trademarks, service marks and like protection, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the items described in clauses (a) and (b);

D. the entire goodwill of the businesses of the Grantor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of the Grantor and symbolized by the items described in clauses (a) and (b);

E. all rights of action on account of past, present and future unauthorized use of any said inventions, copyrights, trademarks or service marks and for infringement of said patents, copyrights, trademarks or service marks and like protection, including any Trademark, Trademark registration or Trademark license referred to on **Exhibit 1** hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license; and

F. the right to file and prosecute applications for patents, copyrights, and for registration of trademarks and service marks on any of said inventions, copyrights, trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world.

**SECTION III. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank hereunder) shall remain in full force and effect in accordance with its terms.

**SECTION IV. Release of Security Interest.** Upon payment in full of all Obligations and the termination of the revolving credit facility under the Loan Agreement, the Bank shall, at the Grantor's expense, execute and deliver to the Grantor 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 hereunder.

**SECTION V. Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

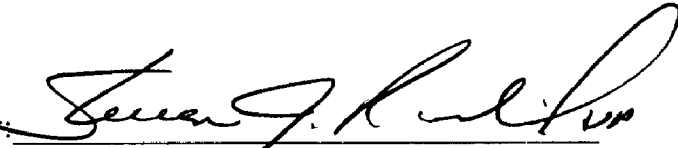
**SECTION VI. Loan Document, etc.** This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

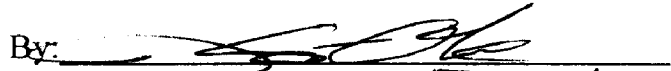
**SECTION VII. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

**MID AM BANK**

**ORACLE PACKAGING, INC.,** an Ohio corporation

By:   
Steven J. Rawlik, Vice President

By:   
J. Scott Dickman, *Vice President*

**EXHIBIT 1**  
**TRADEMARKS**

<b><u>Description</u></b>	<b><u>Registration No.</u></b>	<b><u>Issue Date</u></b>
Oracle name and logo symbol	1, 322, 147	February 26, 1988

**EASTMAN & SMITH LTD.**

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July 27, 2000

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ALSO ADMITTED IN:  
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\*\*FLORIDA

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


Re: Mid Am Bank v. Oracle Packaging  
Our File No. M696-158259

To Whom It May Concern:

Please file the enclosed Trademark Security Agreement on behalf of our client and return a file-stamped copy of the cover sheet and attachment to me in the envelope provided. We herewith enclose our check no. 077038 in the amount of \$40.00 to cover the requisite filing fees.

If you have any questions regarding these documents, please do not hesitate to contact me at (419) 247-1685.

Sincerely,  
EASTMAN & SMITH LTD.

  
Elizabeth A. Koop  
Paralegal

Enc.