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Expires 06/30/99
OMB 0651-0027



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07-28-2000

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

MDD 7.28.00

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 Termination of Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name First Union National Bank

05/17/00

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 Art Kraft Container Corporation

DBA/AKA/TA

Composed of

Address (line 1) 100 Main Street

Address (line 2)

Address (line 3) Tullytown

Pennsylvania

19007

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

- Citizenship/State of Incorporation/Organization New Jersey

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.)

FOR OFFICE USE ONLY

09/11/2000 MTHA11 00000126 1790386

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002132 FRAME: 0184

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" value="1790386"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Aimee Freidin Sitnick

Name of Person Signing

Aimee Freidin Sitnick

Signature

5-17-00

Date Signed

**REASSIGNMENT OF PATENTS,
TRADEMARKS, LICENSES AND COPYRIGHTS.**

THIS REASSIGNMENT is made effective this 19th day of May, 2000 by and among **GREATER NEW YORK BOX CO., INC., ART KRAFT CONTAINER CORPORATION, NATIONAL PERFORMANCE PACKAGING COMPANY, L.L.C., NATIONAL PACKAGING COMPANY, L.L.C., and ORANGE COUNTY CORRUGATED, INC.** (collectively "Assignor") and **FIRST UNION NATIONAL BANK** formerly known as **First Fidelity Bank, N.A.** (collectively, "Assignee").

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement (the "**Loan Agreement**") dated August 25, 1998 (as amended from time to time), between Assignor and Assignee and that certain Term Loan Agreement dated October 1, 1998 between Greater New York Box Co., Inc. and Assignee, Assignee has loaned certain sums to Assignor and Greater New York Box Co., Inc. (the "**Term Loan Agreement**").

B. The Loan Agreement provided that Assignor would grant to Assignee a security interest in all of Assignor's patents, patent rights, patent applications, trademarks, service trademark applications, servicemarks, service tradenames, goodwill, copyrights and licenses;

C. Assignor executed that certain Collateral Assignment of Patents, Trademarks, Licenses and Copyrights on August 25, 1998 which granted Assignee a security interest in all of Assignor's patents, patent rights, patent applications, trademarks, service trademark applications, servicemarks, service tradenames, goodwill, copyrights and licenses;

D. As of the date hereof, Assignor will be entering into new financing and intends to repay in full all of the outstanding principal indebtedness, interest, fees and other obligations related to the Loan Agreement and the term Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee with the intent to be legally bound hereby agrees as follows:

1. **Reassignment.** Assignee hereby reassigns to Assignor, all of such Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) Patents;

(b) Trademarks, including, without limitation, the trademark listed on Exhibit "A" attached hereto and made a part hereof;

(c) Copyrights;

(d) Licenses; and

(e) the goodwill of Assignor's business connected with and symbolized by Tradenames.

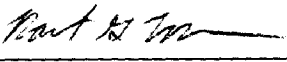
2. **Binding Effect; Benefits.** This Reassignment shall be binding upon the Assignee and its successors and assigns, and shall inure to the benefit of Assignor, its successors and assigns.

3. **Governing Law.** This Reassignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

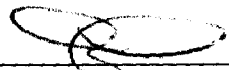
IN WITNESS WHEREOF, the undersigned has executed this Reassignment the day and year first above written.

FIRST UNION NATIONAL BANK

Attest:



Name: ROBERT LUCA
Title: VICE PRESIDENT

BY: 

Name: Robert J. Dite
Title: SR. VICE PRESIDENT

[Corporate Seal]

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS:
COUNTY OF PHILADELPHIA :

On this 12th day of May, 2000, before me, a Notary Public, personally appeared Robert J. Dite who acknowledged himself to be a duly elected ~~VP~~ VICE PRES of First Union National Bank, and that he as such officer, being duly authorized to do so, executed the foregoing Reassignment for the purposes therein contained by signing his name as such officer on behalf of the Assignee.

Mary E. Brundage

Notary Public
My Commission Expires: 5-5-2003

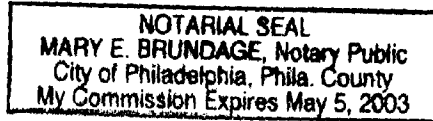


EXHIBIT "A"

Trademarks

Mark

Steel Stack

Registration Date

8/3/93

No.

1790386