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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101737174 ▼ ▼ ▼

5/25/01

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

1. Name of conveying party(ies):

FLEMING PACKAGING CORPORATION

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: BANK ONE, MICHIGAN FKA NDB BANK

Internal Address: 611 WOODWARD AVENUE

Street Address: 611 WOODWARD AVENUE

City: DETROIT State: MI Zip: 48226

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other MICHIGAN BANKING CORPORATION

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: April 28, 1995

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

A. Trademark Application No.(s) 76/142,924

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: MARC A. BERGSMAN

Internal Address: DICKINSON WRIGHT PLLC

Street Address: 1901 L STREET, N.W.

City: WASHINGTON State: D.C. Zip: 20036

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:

04-1061

(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.

MARC A. BERGSMAN  
Name of Person Signing

*Marc Bergsman*  
Signature

May 24, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 34

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

RECEIVED TRADEMARK DIVISION MAY 24 2001

TRADEMARK  
REEL: 002306 FRAME: 0821

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of April 28, 1995 (this "Security Agreement"), is made by FLEMING PACKAGING CORPORATION, a Delaware corporation (the "Company"), in favor of NBD Bank, a Michigan banking corporation, as agent (in such capacity, the "Agent") for the benefit of itself and the banks (the "Banks") now or hereafter parties to the Loan Agreement described below.

### RECITALS

A. Fleming Acquisition Corp. ("Fleming") has entered into a Loan Agreement of even date herewith (as amended or modified from time to time, including any agreement entered into in substitution therefor, the "Loan Agreement"), with the Banks and the Agent pursuant to which the Banks may make Advances (as therein defined) to Fleming.

B. Under the terms of the Loan Agreement, the Company has agreed to grant to the Agent, for the benefit of itself and the Banks, a first-priority security interest, subject only to security interests expressly permitted by the Loan Agreement, in and to the Collateral hereinafter described.

### AGREEMENT

To secure (a) the prompt and complete payment of all indebtedness and other obligations of Fleming or any Subsidiary now or hereafter owing to the Banks or the Agent under or on account of the Loan Agreement, any other Loan Document or any letters of credit, notes or other instruments issued to the Agent or Banks pursuant thereto, (b) the performance of the covenants under the Loan Agreement and the other Loan Documents and any monies expended by the Agent in connection therewith, (c) the prompt and complete payment of all obligations and performance of all covenants of Fleming under any interest rate or currency swap agreements or similar transactions with any Bank and (d) the prompt and complete payment of any and all other indebtedness, obligations and liabilities of any kind of Fleming or any Subsidiary to the Agent and the Banks, or any of them, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by any Bank in any such indebtedness, obligations or liabilities of Fleming or any Subsidiary to any other person), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by Fleming or any Subsidiary as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against Fleming or any Subsidiary under the U.S. Bankruptcy Code), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing thereunder (all of the aforesaid

indebtedness, obligations and liabilities of Fleming and its Subsidiaries being herein called the "Secured Obligations", and all of the documents, agreements and instruments among Fleming, the Subsidiaries, the Agent, the Banks, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations including without limitation the Loan Agreement, the Notes and the Security Documents, being herein collectively called the "Operative Documents"), for value received and pursuant to the Loan Agreement, the Company hereby grants, assigns and transfers to the Agent for the benefit of the Banks a first-priority security interest, subject only to Permitted Liens, in and to the following described property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of the Company's present and future accounts, documents, instruments, general intangibles and chattel paper, including, but without limitation, all accounts receivable, contract rights, all deposit accounts and all monies and claims for money due or to become due to the Company, security held or granted to the Company, and all assets described in clause (d) below;

(b) All of the Company's furniture, fixtures, machinery and equipment, whether now owned or hereafter acquired, and wherever located, and whether used by the Company or any other person, or leased by the Company to any person and whether the interest of Company is as owner, lessee or otherwise;

(c) All of the Company's present and future inventory of every type, wherever located, including but not limited to raw materials, work in process, finished goods and all inventory that is available for leasing or leased to others by the Company;

(d) All other present and future assets of the Company (whether tangible or intangible), including but not limited to all trademarks, tradenames, service marks, patents, industrial designs, masks, trade names, trade secrets, copyrights, franchises, customer lists, service marks, computer programs, software, tax refund claims, licenses and permits, and the good will associated therewith and all federal, state, foreign and other applications and registrations therefor, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof now or hereafter in effect, all income, license royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, any damages, proceeds or payments for past or future infringements thereof and all income, royalties, damages and payments under all licenses thereof, the right to sue for past, present and future infringements thereof, all right, title and interest of the Company as licensor under any of the foregoing whether now owned and existing or hereafter arising, and all other rights and other interests corresponding thereto throughout the world (all of the assets described in this clause (d) collectively referred to as the "Intellectual Property");

(e) All books, records, files, correspondence, computer programs, tapes, disks, cards, accounting information and other data of the Company related in any way to the Collateral

#### SECURITY AGREEMENT

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described in clauses (a), (b), (c) and (d) above, including but not limited to any of the foregoing necessary to administer, sell or dispose of any of the Collateral;

(f) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(g) All products and all proceeds of any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

1. Representations, Warranties, Covenants and Agreements. The Company further represents, warrants, covenants, and agrees with the Agent for the benefit of the Banks as follows:

(a) Ownership of Collateral; Security Interest Priority. At the time any Collateral becomes subject to a security interest of the Agent hereunder, unless the Agent shall otherwise consent, the Company shall be deemed to have represented and warranted that (i) the Company is the lawful owner of such Collateral, other than property of which the Company is lessee, and has the right and authority to subject the same to the security interest of the Agent; (ii) other than Permitted Liens and lessors' interest with respect to any security interest in any property leased by the Company as lessee, none of the Collateral is subject to any Lien other than that in favor of the Agent and there is no effective financing statement or other filing covering any of the Collateral on file in any public office, other than in favor of the Agent. This Security Agreement creates in favor of the Agent a valid first-priority security interest, subject only to Permitted Liens, in the Collateral enforceable against the Company and all third parties and securing the payment of the Secured Obligations. All financing statements necessary to perfect such security interest in the Collateral which have been requested by the Agent have been delivered by the Company to the Agent for filing.

(b) Location of Offices, Records and Facilities. The Company's chief executive office and chief place of business and the office where the Company keeps its records concerning its accounts, contract rights, chattel papers, instruments, general intangibles and other obligations arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise ("Receivables"), and all originals of all leases and other chattel paper which evidence Receivables, are located in the State of Illinois, County of Peoria at 1028 S.W. Adams Street, Peoria 61602. The Company will provide the Agent with prior written notice of any proposed change in the location of its chief executive office. The Company's only other offices and facilities are at the locations set forth in Schedule 1(b) hereto. The Company will provide the Agent with prior written notice of any change in the locations of its other offices and the facilities at which any assets of the Company are located. The tax identification number of the Company is 37-1109651. The name of the Company is the Company Packaging Corporation,

SECURITY AGREEMENT

and the Company operates under no other names. The Company shall not change its name without prior written notice to the Agent.

(c) Location of Inventory. Fixtures. Machinery and Equipment. (i) All Collateral consisting of inventory is, and will be, located at the locations listed on Schedule 1(c)(i) hereto, and at no other locations without the prior written consent of the Agent. (ii) All Collateral consisting of fixtures, machinery or equipment, is, and will be, located at the locations listed on Schedule 1(c)(ii) hereto, and at no other locations without the prior written consent of the Agent.

(d) Liens. Etc. The Company will keep the Collateral free at all times from any and all liens, security interests or encumbrances other than those described in paragraph 1(a)(ii) and those consented to in writing by the Required Banks. The Company will not, without the prior written consent of the Agent, sell, lease, license, transfer, assign or otherwise dispose, or permit or suffer to be sold, leased, licensed, transferred, assigned or otherwise disposed, any of the Collateral, except for, prior to an event of default only (notwithstanding any other agreement), the following: inventory sold in the ordinary course of business and other assets permitted to be sold, leased, licensed, transferred, assigned or otherwise disposed under Section 5.2(j) of the Loan Agreement. The Agent or its attorneys may at any and all reasonable times inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located.

(e) Insurance. The Company shall keep the tangible Collateral insured at all times against loss by theft, fire and other casualties. Said insurance shall be issued by a company rated A or better by Best and shall be in amounts sufficient to protect the Agent against any and all loss or damage to the Collateral. The policy or policies which evidence said insurance shall be delivered to the Agent upon request, shall contain a lender loss payable clause in favor of the Agent, shall name the Agent for the benefit of the Banks as an additional insured, as its interest may appear, shall not permit amendment, cancellation or termination without giving the Agent at least 30 days prior written notice thereof, and shall otherwise be in form and substance satisfactory to the Agent. Reimbursement under any liability insurance maintained by the Company pursuant to this paragraph 1(e) may be paid directly to the person who shall have incurred liability covered by such insurance, provided that if no Event of Default shall have occurred and be continuing (whether before or after any event which caused any reimbursement under any liability insurance), the Company may use the proceeds of such insurance to purchase replacement assets within six months of the receipt thereof or, if an Event of Default shall have occurred and be continuing, such amounts shall be paid to the Agent for application to the Secured Obligations.

(f) Taxes. Etc. The Company will pay promptly, and within the time that they can be paid without interest or penalty, any taxes, assessments and similar imposts and charges, not being contested in good faith, which are now or hereafter may become a Lien upon any of

#### SECURITY AGREEMENT

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the Collateral. If the Company fails to pay any such taxes, assessments or other imposts or charges in accordance with this Section, the Agent shall have the option to do so and the Company agrees to repay forthwith all amounts so expended by the Agent with interest at the Overdue Rate.

(g) Further Assurances. The Company will do all acts and things and will execute all financing statements and writings reasonably requested by the Agent to establish, maintain and continue a perfected and valid security interest of the Agent in the Collateral, and will promptly on demand pay all reasonable costs and expenses of filing and recording all instruments, including the costs of any searches deemed necessary by the Agent, to establish and determine the validity and the priority of the Agent's security interests. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement.

(h) List of Patents, Copyrights, Mask Works and Trademarks. Attached hereto as Schedule 1(h)(i) is a list of all patents and patent applications owned by the Company. Attached hereto as Schedule 1(h)(ii) is a list of all registered copyrights and all mask works and applications therefor owned by the Company. Attached hereto as Schedule 1(h)(iii) is a list of all trademarks and service marks owned by the Company. If the Company at any time owns any additional patents, copyrights, mask works, trademarks or any applications therefor not listed on such schedules, the Company shall give the Agent prompt written notice thereof and hereby authorizes the Agent to modify this Agreement by amending Schedules 1(h)(i), 1(h)(ii) and 1(h)(iii) to include all future patents, copyrights, mask works, trademarks and applications therefor and agrees to execute all further instruments and agreements, if any, if requested by the Agent to evidence the Agent's interest therein.

(i) Maintenance of Tangible Collateral. The Company will cause the tangible Collateral material to the conduct of its business to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual, and shall forthwith, or, in the case of any loss or damage to any of the tangible Collateral as quickly as practicable after the occurrence thereof and in the reasonable business judgment of the Company, make or cause to be made all repairs, replacements, and other improvements which are necessary or desirable to such end. The Company shall promptly furnish to the Agent a statement respecting any loss or damage to any of the tangible Collateral.

(j) Special Rights Regarding Receivables. The Agent or any of its agents may, at any time and from time to time in its sole discretion and irrespective of the existence of any event of default under this Security Agreement, verify, directly with each person (collectively, the "Obligors") which owes any Receivables to the Company, the Receivables in any manner upon prior written notice to the Company. The Agent or any of its agents may, at any time from time to time after and during the continuance of an event of default under this Security

SECURITY AGREEMENT

Agreement, notify the Obligors of the security interest of the Agent in the Collateral and/or direct such account debtors that all payments in connection with such obligations and the Collateral be made directly to the Agent in the Agent's name. If the Agent or any of its agents shall collect such obligations directly from the Obligors, the Agent or any of its agents shall have the right to resolve any disputes relating to returned goods directly with the Obligors in such manner and on such terms as the Agent or any of its agents shall deem appropriate. The Company directs and authorizes any and all of its present and future account debtors to comply with requests for information from the Agent, the Agent's designees and agents and/or auditors, relating to any and all business transactions between the Company and the Obligors. The Company further directs and authorizes all of its Obligors upon receiving a notice or request sent by the Agent or the Agent's agents or designees to pay directly to the Agent any and all sums of money or proceeds now or hereafter owing by the Obligors to the Company, and any such payment shall act as a discharge of any debt of such Obligor to the Company in the same manner as if such payment had been made directly to the Company. The Company agrees to take any and all action as the Agent may reasonably request to assist the Agent in exercising the rights described in this Section.

(k) Maintenance of Intellectual Property and Other Intangible Collateral. The Company shall preserve and maintain all rights of the Company and the Agent in all material Intellectual Property and all other material intangible Collateral, including without limitation the payment of all maintenance fees, filing fees and the taking of all appropriate action at the Company's expense to halt the infringement of any of the Intellectual Property or other Collateral, provided that, with respect to halting the infringement of any Intellectual Property or other Collateral, the Company does not need to take all such appropriate action if the Company has, or after event of default the Required Banks have, reasonably determined that it is not in its best interest to demand or enforce cessation of such infringement or other conduct because it is either not material or because the adverse consequences to the Company would outweigh the benefits gained by such demand or enforcement.

2. Events of Default. The occurrence of any Event of Default under the Loan Agreement shall be deemed an event of default under this Security Agreement.

3. Remedies. Upon the occurrence of any event of default specified in Paragraph 2 hereof, the Agent shall have and may exercise any one or more of the rights and remedies provided to it under this Security Agreement or any of the other Operative Documents or provided by law, including but not limited to all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Michigan, and the Company hereby agrees to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties, authorizes the Agent to take possession of the Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable attorneys' fees and disbursements,

## SECURITY AGREEMENT

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incurred by the Agent) and then to the payment and satisfaction of the Secured Obligations. Any requirement of reasonable notice shall be met if the Agent sends such notice to Fleming, by registered or certified mail, at least 5 days prior to the date of sale, disposition or other event giving rise to a required notice. The Agent or any Bank may be the purchaser at any such sale. The Company expressly authorizes such sale or sales of the Collateral in advance of and to the exclusion of any sale or sales of or other realization upon any other collateral securing the Secured Obligations. The Agent shall have no obligation to preserve rights against prior parties. The Company hereby waives as to the Agent and each Bank any right of subrogation or marshalling of such Collateral and any other collateral for the Secured Obligations. To this end, the Company hereby expressly agrees that any such collateral or other security of the Company or any other party which the Agent may hold, or which may come to any of the Banks or any of their possession, may be dealt with in all respects and particulars as though this Security Agreement were not in existence. The parties hereto further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which the Agent or the Company does business after advertisement of the time and place thereof shall, among other manners of public and private sale, be deemed to be a commercially reasonable disposition of the Collateral. The Company shall be liable for any deficiency remaining after disposition of the Collateral.

4. Special Remedies Concerning Certain Collateral.

(a) Upon the occurrence and during the continuance of any event of default, the Company shall, if requested to do so in writing, and to the extent so requested (i) promptly collect and enforce payment of all amounts due the Company on account of, in payment of, or in connection with, any of the Collateral, (ii) hold all payments in the form received by the Company as trustee for the Agent, without commingling with any funds belonging to the Company, and (iii) forthwith deliver all such payments to the Agent with endorsement to the Agent's order of any checks or similar instruments.

(b) Upon the occurrence and during the continuance of any event of default, the Company shall, if requested to do so, and to the extent so requested, notify all Obligors and other persons with obligations to the Company on account of or in connection with any of the Collateral of the security interest of the Agent in the Collateral and direct such account debtors and other persons that all payments in connection with such obligations and the Collateral be made directly to the Agent. The Agent itself may, upon the occurrence of an event of default, so notify and direct any such account debtor or other person that such payments are to be made directly to the Agent.

(c) Upon the occurrence and during the continuance of any event of default, for purposes of assisting the Agent in exercising its rights and remedies provided to it under this Security Agreement, the Company (i) hereby irrevocably constitutes and appoints the Agent its true and lawful attorney, for and in the Company's name, place and stead, to collect, demand,

SECURITY AGREEMENT



receive, sue for, compromise, and give good and sufficient releases for, any monies due or to become due on account of, in payment of, or in connection with the Collateral, (ii) hereby irrevocably authorizes the Agent to endorse the name of the Company, upon any checks, drafts, or similar items which are received in payment of, or in connection with, any of the Collateral, and to do all things necessary in order to reduce the same to money, and (iii) with respect to any Collateral, hereby irrevocably assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment (including adjustment of insurance payments) thereof, all in such manner and at such time or times as the Agent shall deem advisable. Notwithstanding any other provisions of this Security Agreement, it is expressly understood and agreed that the Agent shall have no duty, and shall not be obligated in any manner, to make any demand or to make any inquiry as to the nature or sufficiency of any payments received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts due or to become due on account of or in connection with any of the Collateral.

5. Remedies Cumulative. No right or remedy conferred upon or reserved to the Agent under any Operative Document is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative in addition to every other right or remedy given hereunder or now or hereafter existing under any applicable law. Every right and remedy of the Agent under any Operative Document or under applicable law may be exercised from time to time and as often as may be deemed expedient by the Agent. To the extent that it lawfully may, the Company agrees that it will not at any time insist upon, plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of any provisions of any Operative Document; nor will it claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of any security for its obligations under any Operative Document prior to any sale or sales thereof which may be made under or by virtue of any instrument governing the same; nor will the Company, after any such sale or sales, claim or exercise any right, under any applicable law to redeem any portion of such security so sold.

6. Conduct No Waiver. No waiver of default shall be effective unless in writing executed by the Agent and waiver of any default or forbearance on the part of the Agent in enforcing any of its rights under this Security Agreement shall not operate as a waiver of any other default or of the same default on a future occasion or of such right.

7. Governing Law: Consent to Jurisdiction: Definitions. This Security Agreement is a contract made under, and shall be governed by and construed in accordance with, the law of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. the Company agrees that any legal action or proceeding with respect to this Security Agreement or the transactions

#### SECURITY AGREEMENT

contemplated hereby may be brought in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan, and the Company hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to its person and property, and irrevocably appoints the Treasurer of the Company, at the Company's address set forth in the Loan Agreement, as its agent for service of process and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to such agent or to the Company or by the mailing thereof by registered or certified mail, postage prepaid to the Company at its address set forth in the Loan Agreement. Nothing in this paragraph shall affect the right of the Agent to serve process in any other manner permitted by law or limit the right of the Agent to bring any such action or proceeding against the Company or its property in the courts of any other jurisdiction. The Company hereby irrevocably waives any objection to the laying of venue of any such suit or proceeding in the above described courts. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Loan Agreement. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Michigan are used herein as therein defined on the date hereof. The headings of the various subdivisions hereof are for convenience of reference only and shall in no way modify any of the terms or provisions hereof.

8. Notices. All notices, demands, requests, consents and other communications hereunder shall be delivered in the manner described in the Loan Agreement.

9. Rights Not Construed as Duties. The Agent neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which the Agent has or obtains a security interest hereunder. If the Company fails to perform any agreement contained herein, the Agent may but is in no way obligated to itself perform, or cause performance of, such agreement, and the reasonable expenses of the Agent incurred in connection therewith shall be payable by the Company under paragraph 12. The powers conferred on the Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and accounting for monies actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

10. Amendments. None of the terms and provisions of this Security Agreement may be modified or amended in any way except by an instrument in writing executed by each of the parties hereto.

11. Severability. If any one or more provisions of this Security Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired or prejudiced thereby.

## SECURITY AGREEMENT

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12. Expenses. (a) The Company agrees to indemnify the Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence or willful misconduct.

(b) The Company will, upon demand, pay to the Agent an amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Agent may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or under the Operative Documents, or (iv) the failure of the Company to perform or observe any of the provisions hereof.

13. Successors and Assigns; Termination. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Company, its successors and assigns, and inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and its successors, transferees and assigns. Upon the payment in full in immediately available funds of all of the Secured Obligations and the termination of all commitments to lend under the Operative Documents, the security interest granted hereunder shall terminate and all rights to the Collateral shall revert to the Company.

14. Waiver of Jury Trial. The Agent and the Banks, in accepting this Security Agreement, and the Company, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Security Agreement or any related instrument or agreement or any of the transactions contemplated by this Security Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Neither the Agent, the Banks nor the Company shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Agent, the Banks or the Company except by a written instrument executed by all of them.

SECURITY AGREEMENT



STATE OF MICHIGAN )

) ss.

COUNTY OF Wayne)

The foregoing Security Agreement was acknowledged before me on this 28<sup>th</sup> day of April, 1995, by Richard Janisse, the V.P. of NBD Bank, a Michigan banking corporation, as Agent, on behalf of the Banks.

(Seal)

MARCIA R. WASSERMAN  
Notary Public, Oakland County, Michigan  
Acting in Wayne County  
My Commission Expires Feb. 7, 1996

Notary Public

Marcia R. Wasserman

SECURITY AGREEMENT

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TRADEMARK  
REEL: 002306 FRAME: 0833

SCHEDULE 1(b) TO SECURITY AGREEMENT

List of Other Office and Facility Locations

| <u>Type of Office of Facility</u> | <u>Address</u>                                       | <u>City</u> | <u>County</u> | <u>State</u> |
|-----------------------------------|--|-------------|---------------|--------------|
| 1. Offices                        | 1028 S.W. Adams St.                                  | Peoria      | Peoria        | IL           |
| 2. Plant                          | 1100-1204 S.W. Adams St.                             | Peoria      | Peoria        | IL           |
| 3. Warehouse                      | 1000 S.W. Washington St.                             | Peoria      | Peoria        | IL           |
| 4. Offices & Plant                | 1016 S.W. Adams St.                                  | Peoria      | Peoria        | IL           |
| 5. Plant & Offices                | 1001-1003 S.W. Washington St.                        | Peoria      | Peoria        | IL           |
| 6. Warehouse                      | 1015 May Street                                      | Peoria      | Peoria        | IL           |
| 7. Printing Plant                 | 1114 S.W. Jefferson St.                              | Peoria      | Peoria        | IL           |
| 8. Printing Warehouse             | 1125-1127 S.W. Adams St.                             | Peoria      | Peoria        | IL           |
| 9. Parking Lot                    | NW Corner of Adams and<br>Persimmon Streets          | Peoria      | Peoria        | IL           |
| 10. Parking Lot                   | NE Corner of Adams and<br>Persimmon Streets          | Peoria      | Peoria        | IL           |
| 11. Parking Area                  | SW of Webkote Plant<br>on Washington St.             | Peoria      | Peoria        | IL           |
| 12. Vacant Property               | NE Corner of Adams and<br>Maple Streets              | Peoria      | Peoria        | IL           |
| 13. Vacant Land                   | SW of Fast Printing Plant<br>located on Meyer Avenue | Peoria      | Peoria        | IL           |
| 14. Plant and Offices             | 1200 Central Florida Parkway                         | Orlando     | Orange        | FL           |

|     |                    |  |            |           |      |
|-----|--------------------|--|------------|-----------|------|
| 15. | Office & Warehouse | 601 Airpark Road   | Napa       | Napa      | CA   |
| 16. | Office & Warehouse | 151 Forest Street  | Montclair  | Essex     | NJ   |
| 17. | Property           | 1114 S.W. Jefferson  | Peoria     | Peoria    | IL   |
| 18. | Property           | 1234-1240 Central Florida<br>Parkway                             | Orlando    | Orange    | FL   |
| 19. | Property           | 50 Bullock Drive   | Markham    | Ontario   | CAN. |
| 20. | Property           | 700 Pinecrest Drive  | E. Peoria  | Tazewell  | IL   |
| 21. | Office             | 2843 Brownsboro Road   | Louisville | Jefferson | KY   |
| 22. | Office             | 142 E. Capitol Drive   | Hartland   | Waukesha  | WI   |
| 23. | Warehouse          | Altorfer Lane  | E. Peoria  | Tazewell  | IL   |
| 24. | Office & Plant     | Benito Juarez 92, Colonia Alberta, Delegacion Benito Juarez MEX. |            |           |      |

SCHEDULE 1(c)(i) TO SECURITY AGREEMENT

List of Inventory Locations

| <u>Address</u>                                       | <u>City</u> | <u>County</u> | <u>State</u> | <u>If Leased or Warehoused,<br/>Name and Address of<br/>Lessor/Warehouseman</u> |
|--|-------------|---------------|--------------|---|
| 1028 S.W. Adams St.                                  | Peoria      | Peoria        | IL           |   |
| 1100-1204 S.W. Adams St.                             | Peoria      | Peoria        | IL           |   |
| 1000 S.W. Washington St.                             | Peoria      | Peoria        | IL           |   |
| 1016 S.W. Adams St.                                  | Peoria      | Peoria        | IL           |   |
| 1001-1003 S.W. Washington St.                        | Peoria      | Peoria        | IL           |   |
| 1015 May Street                                      | Peoria      | Peoria        | IL           |   |
| 1114 S.W. Jefferson St.                              | Peoria      | Peoria        | IL           |   |
| 1125-1127 S.W. Adams St.                             | Peoria      | Peoria        | IL           |   |
| NW Corner of Adams and<br>Persimmon Streets          | Peoria      | Peoria        | IL           |   |
| NE Corner of Adams and<br>Persimmon Streets          | Peoria      | Peoria        | IL           |   |
| SW of Webkote Plant<br>on Washington St.             | Peoria      | Peoria        | IL           |   |
| NE Corner of Adams and<br>Maple Streets              | Peoria      | Peoria        | IL           |   |
| SW of Fast Printing Plant<br>located on Meyer Avenue | Peoria      | Peoria        | IL           |   |



|   |            |           |      |                                     |
|---|------------|-----------|------|-------------------------------------|
| 1200 Central Florida Parkway                                | Orlando    | Orange    | FL   |                                     |
| 601 Airpark Road  | Napa       | Napa      | CA   | Panattoni Development Company       |
| 151 Forest Street   | Montclair  | Essex     | NJ   | F.M.R. Realty Company               |
| 1114 S.W. Jefferson   | Peoria     | Peoria    | IL   | Jack A. Coney                       |
| 1234-1240 Central Florida Parkway                           | Orlando    | Orange    | FL   | Woodsby Enterprises, Inc.           |
| 50 Bullock Drive  | Markham    | Ontario   | CAN. | New Generation Properties, Inc.     |
| 700 Pinecrest Drive   | E. Peoria  | Tazewell  | IL   | Charles Gary Glover Land Trust      |
| 2843 Brownsboro Road  | Louisville | Jefferson | KY   | Clark Development Company           |
| 142 E. Capitol Drive  | Hartland   | Waukesha  | WI   | Sam & Jane Emanuele                 |
| Altorfer Lane   | E. Peoria  | Tazewell  | IL   | United Facilities, Inc.             |
| Benito Juarez 92, Colonia Alberta, Delegacion Benito Juarez |            |           |      | MEX. Inmobiliara CELA, S.A. de C.V. |

SCHEDULE (1)(c)(ii) TO SECURITY  
AGREEMENT

List of Fixtures, Machinery and Equipment Locations

| <u>Address</u>                           | <u>City</u> | <u>County</u> | <u>State</u> | <u>Legal Description, Record Owner and Tax Parcel No. (if fixtures are at this location)</u> |
|--|-------------|---------------|--------------|--|
| 1028 S.W. Adams St.                      | Peoria      | Peoria        | IL           | See Attachment A   |
| 1100-1204 S.W. Adams St.                 | Peoria      | Peoria        | IL           | See Attachment A   |
| 1000 S.W. Washington St.                 | Peoria      | Peoria        | IL           | See Attachment A   |
| 1016 S.W. Adams St.                      | Peoria      | Peoria        | IL           | See Attachment A   |
| 1001-1003 S.W. Washington St.            | Peoria      | Peoria        | IL           | See Attachment A   |
| 1015 May Street                          | Peoria      | Peoria        | IL           | See Attachment A   |
| 1114 S.W. Jefferson St.                  | Peoria      | Peoria        | IL           | See Attachment A   |
| 1125-1127 S.W. Adams St.                 | Peoria      | Peoria        | IL           | See Attachment A   |
| NW Corner of Adams and Persimmon Streets | Peoria      | Peoria        | IL           | See Attachment A   |
| NE Corner of Adams and Persimmon Streets | Peoria      | Peoria        | IL           | See Attachment A   |
| SW of Webkote Plant on Washington St.    | Peoria      | Peoria        | IL           | See Attachment A   |

ATTACHMENT A

1. Fleming Packaging Corporation offices and parking to the northeast of the building  
1028 S.W. Adams Street  
Peoria, Illinois

Lot 5 and 6 in Block 72 of Ballance's Addition to the City of Peoria, Peoria County, Illinois, and the NW 1/2 of vacated May Street lying SE of and adjacent thereto. 18-09-356-882

2. Fleming-Potter Company, Inc. - Plant  
1100-1204 S.W. Adams Street  
Peoria, Illinois

Lots 1 through 6 in Block 61 and Lot 1 and the NELY one-half of Lot 2 in Block 60, all in Ballance's Addition to the City of Peoria, Peoria County, Illinois 18-09-355-007,006,005

3. Fleming-Potter Company, Inc. - Federal Warehouse property  
1000 S.W. Washington Street  
Peoria, Illinois

Lot 1 and the Nely 10 Feet of Lot 2 and the SWly 50 feet of Lot 14, all in Block 74 of Ballance's Addition to the City of Peoria, Peoria County, Illinois. 18-09-376-002

The foregoing parcel is benefitted by an easement for parking purposes over the SEly 42 feet of the Nely 20 feet of Lot 14 in Block 74; the Sely 42 feet of Lot 6 in Block 75; and the Sely 42 feet of the Swly 25 feet of Lot 5 in Block 75, all in Ballance's Addition to the City of Peoria, Peoria County, Illinois, as reserved in the corporate Warranty Deed dated February 28, 1990, from Fleming-Potter Company, Incorporated, as Grantor, to The Van Buskirk-Ferino Real Estate Partnership, as Grantee, and recorded with the Peoria County Recorder of Deeds on March 2, 1990, as Document No. 90-04363.

This parcel is also subject to a Party Wall Agreement dated February 28, 1990, by and between Fleming-Potter Company, Incorporated, and The Van Buskirk-Ferino Real Estate Partnership recorded with the Peoria County Recorder of Deeds on April 18, 1990 as Document No. 90-08009.

4. fp Webkote Offices and Plant  
1016 S.W. Adams Street  
Peoria, Illinois

ATTACHMENT A (cont'd.)

Lots 7 through 14 of Darst's Addition to the City of Peoria, Peoria County, Illinois, and the NW 1/2 of vacated May Street lying SE and adjacent thereto.

18-09-356-004

5. fp Webkote Plant and Offices  
1001-1003 S.W. Washington Street  
Peoria, Illinois

Lots 21 through 24 of Forsythe's Addition to the City of Peoria and that part of Ballance's Addition lying NW thereof and the SE 1/2 of vacated May Street lying NW thereof, Peoria County, Illinois; and

18-09-360-004

Lot 10 and the SW 43.8 feet of Lot 11 in Block 72, in Ballance's Addition to the City of Peoria, Peoria County, Illinois, together with the SE 1/2 of vacated May Street lying NW thereof.

18-09-360-003

6. fp Webkote Warehouse  
1015 May Street  
Peoria, Illinois

The Sely 103 feet of Lots 5 and 6 of Darst's Addition to the City of Peoria, Peoria County, Illinois, and the NW 1/2 of vacated May Street lying SE of and adjacent thereto.

18-09-356-005

7. Fast Printing Plant  
1114 S.W. Jefferson Street  
Peoria, Illinois

Lots 3 and 4, and the Nely 1/2 of Lot 5 in Block 5 of Voris Field Addition to the City of Peoria, Peoria County, Illinois.

18-09-353-009,008,007,006

PLEASE NOTE that the Swly 1/2 of Lot 4 and Nely 1/2 of Lot 5 are not owned in fee by Fleming-Potter Company, Incorporated, but rather are leased pursuant to a 99 year lease dated August 20, 1968, between Fleming -Potter Company, Incorporated and Jack A. Coney, Inc.

8. Fast Printing Warehouse  
1125-1127 S.W. Adams Street  
Peoria, Illinois

The Nely 28 feet of lot 8 and the Swly 32 feet of Lot 9 of Daniel Taylor's Addition to the City of Peoria, Peoria County, Illinois. NOTE that the warehouse appears to overlap the NE boundary by approximately 1 foot.

18-09-353-013

ATTACHMENT A (cont'd.)

9. Parking Lot at the  
NW Corner of Adams and Persimmon Streets  
Peoria, Illinois

Lots 11 and 12 in Block 58 of Balance's Addition to  
the City of Peoria, Peoria County, Illinois.

18-09-353-018

10. Parking Lot at the NE Corner  
of Adams and Persimmon Streets  
Peoria, Illinois

Lots 7 through 11 in Block 57 of Ballance's Addition  
to the City of Peoria, Peoria County, Illinois.

18-09-354-008, 009, 010, 011, 012

11. Parking Area SW of  
fp Webkote Plant  
S.W. Washington Street  
Peoria, Illinois

Lot 9 and the NE 1/2 of Lot 8 in Block 72, all in  
Ballance's Addition to the City of Peoria, Peoria  
County, Illinois, and the SE 1/2 of vacated May  
Street lying NW of and adjacent thereto.

18-09-360-002

12. Vacant Property for possible expansion located  
at the NE Corner of Adams and Maple Streets  
Peoria, Illinois

Lots 7 through 10 in Block 56 of Ballance's Addition  
to the City of Peoria, Peoria County, Illinois.

18-09-312-009, 010, 011, 012

13. Vacant land immediately SW of  
Fast Printing Plant located on  
Meyer Avenue  
Peoria, Illinois

The [S]Wly 30 feet of the Sely 82.5 feet of Lot 5 in  
Block 5 of Voris Field Addition to the City of  
Peoria, Peoria County, Illinois.

18-09-353-005

14. fp Spiralkote Plant and Offices  
1200 Central Florida Parkway  
Orlando, Florida

From the N. 1/4 corner of Section 15, Township 24  
South, range 29 East; run S .0° 10' 25" E along the  
West line of said N.E. 1/4 of Section 15 a distance  
of 75.0 feet; thence N 89° 44' 01" E parallel with  
the North line of said N.E. 1/4, a distance of  
1203.4 feet to the P.C. of a curve (said P.C. also  
being the N.E. corner of Central Florida Industrial  
Park, Section Two, as recorded in Plat Book 1, page  
114, Public Records of Orange County, Florida)  
concave Southerly having a radius of 1799.54 feet  
and a central angle of 7° 25' 04"; run thence

ATTACHMENT A (cont'd.)

Easterly along the arc of said curve a distance of 225.05 feet to the P.R.C. of a curve concave N'ly having a radius of 1814.68 feet and a central angle of 7° 22' 40"; run thence along the arc of said curve 24.33 feet for a P.O.B.; continue thence along the arc of said curve a distance of 209.34 feet to the P.T.; thence N. 89° 46' 25" E. 99.62 feet; thence S. 0° 10' 25" E 371.91 feet to the Northerly R/W line of Seaboard Coastline Railroad; run thence along the Northerly Right-of-Way line S. 89° 51' 58" W 308.50 feet; thence N. 0° 10' 25" W 383.47 feet to the P.O.B. containing 2.6514+ acres.

The land referred to herein is situated in the State of California, County of Napa, and is described as follows:

PARCEL ONE:

Beginning at the Northwest corner of Parcel One as shown on the map entitled, "Parcel Map of the Lands of D.K. Group VII, a Limited Partnership" filed in Book 1A of Parcel Maps at page 2 in the office of the County Recorder of said Napa County; thence South  $09^{\circ} 23' 27''$  East along the Southern line of Airport Road as shown on said Map 746.00 feet to the beginning of a curve concave to the Southwest having a radius of 40.00 feet; thence Southeasterly 62.83 feet along said curve through a central angle of  $90^{\circ} 00' 00''$ ; thence South  $00^{\circ} 36' 33''$  West 0.05 feet to the beginning of a non-tangent curve concave to the Southwest having a radius of 40.00 feet and to which beginning a radial line bears North  $64^{\circ} 46' 01''$  East; thence Southeasterly 18.06 feet along said curve through a central angle of  $25^{\circ} 50' 31''$ ; thence South  $0^{\circ} 16' 33''$  West 92.12 feet to the beginning of a curve concave to the Northeast having a radius of 228.00 feet; thence Southerly 110.15 feet along said curve through a central angle of  $27^{\circ} 40' 48''$ ; thence South  $27^{\circ} 04' 15''$  East 622.76 feet; thence South  $62^{\circ} 55' 45''$  West 604.00 feet to a point on the Northeastern Right of Way line of the Southern Pacific Railroad Company; thence North  $27^{\circ} 04' 15''$  West 1228.15 feet to the point of beginning.

PARCEL TWO:

An Easement for roadway and utility purposes, described as Parcel Two in the Deed from First American Title Company of Napa to DK Group VII, a California Limited Partnership, recorded January 30, 1990 in Book 1713 at page 533 of Official Records of Napa County.

ATTACHMENT C

Legal description for property commonly known as 700 Pinecrest, East Peoria, Illinois:

Tract I

A tract of land being part of the East Half of the Southwest Quarter of Section 10, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 10, thence North 00° 19' 17" West (bearings assumed for descriptive purposes only) along the East line of the Southwest Quarter of said Section 10, a distance of 1384.27 feet; thence South 88° 44' 52" West, 84.52 feet to a point on the West Right-of-Way line of Pinecrest Drive (TR.132) also being the Point of Beginning for tract to be described, thence continuing South 88° 44' 52" West a distance of 640.00 feet; thence North 01° 15' 08" West a distance of 222.41 feet to a point on the Southerly Right-of-Way line of F.A.I. Route 474; thence North 66° 16' 47" East along said Southerly Right-of-Way line a distance of 240.67 feet; thence North 88° 44' 52" East along said Southerly Right-of-Way line a distance of 397.93 feet to the West Right-of-Way line of Pinecrest Drive; thence South 04° 49' 59" East along the West Right-of-Way line of Pinecrest Drive a distance of 315.00 feet to the Point of Beginning.

Tract II

A tract of land, being part of the East Half of the Southwest Quarter of Section 10, Township 25 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois and being more particularly described as follows: Commencing at the Southeast corner of the Southwest Quarter of said Section 10; thence North 00° 19' 17" West (bearings assumed for descriptive purposes only) along the East line of said Southwest Quarter of Section 10 a distance of 1384.27 feet; thence South 88° 44' 52" West, a distance of 84.52 feet to a point on the West Right-of-Way line of Pinecrest Drive, also being the Point of Beginning for the tract to be described; thence South 04° 49' 59" East along said West Right-of-Way line, a distance of 183.47 feet; thence South 88° 44' 52" West, a distance of 25.00 feet; thence North 04° 49' 59" West, a distance of 183.47 feet; thence North 88° 44' 52" East, a distance of 25.00 feet to the Point of Beginning.

All is shown on Plat of Survey filed September 18, 1987 and recorded in Plat Book "GG" page 210 in the Recorder's Office of Tazewell County.

P.I.N. 05-10-306-007

Commonly known as 700 Pinecrest Drive, East Peoria, Illinois 61611



SCHEDULE 1(h)(i) TO SECURITY AGREEMENT

Patents and Applications

SEE ATTACHED PAGE

U.S. PATENTS

| Case No. | Inventor   | Ser. No. & Filing Date | Patent No. & Issue Date | Expires | Title   |
|----------|------------|------------------------|-------------------------|---------|---|
| 78,010   | Maarleveld | 940,113<br>9/6/78      | 4,164,902<br>8/21/79    | 9/6/96  | Improved Fermentation Tank                            |
| 80,017   | Norman     | 134,539<br>3/27/80     | D266,403<br>10/5/82     | 10/5/96 | Improved Heat Shrinkable Capsule for Champagne Bottle |

EXPIRED U.S. PATENTS

| Case No. | Inventor  | Ser. No. & Filing Date | Patent No. & Issue Date | Expired  | Title              |
|----------|-----------|------------------------|-------------------------|----------|--------------------|
| 75,504   | Romagnoll | 627,593<br>10/31/75    | 4,060,188<br>11/29/77   | 11/29/94 | Label Construction |

SCHEDULE 1(h)(ii) TO SECURITY AGREEMENT

Copyrights, Maskworks and Applications

SEE ATTACHED PAGE

6313/51010  
162476.1

TRADEMARK  
REEL: 002306 FRAME: 0847

|   |            |           |      |                  |
|---|------------|-----------|------|------------------|
| NE Corner of Adams and<br>Maple Streets                     | Peoria     | Peoria    | IL   | See Attachment A |
| SW of Fast Printing Plant<br>located on Meyer Avenue        | Peoria     | Peoria    | IL   | See Attachment A |
| 1200 Central Florida Parkway                                | Orlando    | Orange    | FL   | See Attachment A |
| 601 Airpark Road  | Napa       | Napa      | CA   | See Attachment B |
| 151 Forest Street   | Montclair  | Essex     | NJ   |                  |
| 1114 S.W. Jefferson   | Peoria     | Peoria    | IL   |                  |
| 1234-1240 Central Florida<br>Parkway                        | Orlando    | Orange    | FL   |                  |
| 50 Bullock Drive  | Markham    | Ontario   | CAN. |                  |
| 700 Pinecrest Drive   | E. Peoria  | Tazewell  | IL   | See Attachment C |
| 2843 Brownsboro Road  | Louisville | Jefferson | KY   |                  |
| 142 E. Capitol Drive  | Hartland   | Waukesha  | WI   |                  |
| Altorfer Lane   | E. Peoria  | Tazewell  | IL   |                  |
| Benito Juarez 92, Colonia Alberta, Delegacion Benito Juarez |            |           |      | MEX.             |

COPYRIGHT REGISTRATIONS

|        |                                     |  |                    |  |  |
|--------|-------------------------------------|--|--------------------|--|--|
| 75.191 | "fp" Logo<br>Catalog<br>(Copyright) |  | 638,827<br>3/20/75 |  |  |
|--------|-------------------------------------|--|--------------------|--|--|

SCHEDULE 1(h)(iii) TO SECURITY AGREEMENT

Trademarks, Service Marks and Applications

SEE ATTACHED PAGES

6313/51010  
162476.1

TRADEMARK  
REEL: 002306 FRAME: 0850

## FLEMING PACKAGING CORPORATION

## UNITED STATES TRADEMARKS

| Case No. | Trademark | Ser. No. & Filing Date | Reg. No. & Reg. Date  | Date of Renewal | Goods  |
|----------|-----------|------------------------|-----------------------|-----------------|--|
| 2205     | ALUMICEAL | 239,250<br>02/21/66    | 833,045<br>08/01/67   | 08/01/2007      | Secondary caps and bands to be applied to liquid-containing bottles having separate primary closures |
| 2206     | COLORBOSS | 239,249<br>02/21/66    | 829,278<br>05/23/67   | 5/23/2007       | Lithographing and embossing foil and paper   |
| 2291     | "fp"      | 252,838<br>08/22/66    | 839,739<br>11/28/67   | 11/28/2007      | Printing services  |
| 75,584   | CAMEO     | 66,351<br>10/20/75     | 1,055,543<br>01/04/77 | 01/04/97        | Printed labels for various articles of commerce including beverages and cosmetics                    |

## ILLINOIS TRADEMARK REGISTRATIONS

| Case No. | Trademark        | Ser. No. & Filing Date | Reg. No. & Reg. Date | Date of Renewal | Goods             |
|----------|------------------|------------------------|----------------------|-----------------|-------------------|
| 2629     | "fp" Design      |                        | 39,610<br>01/30/69   | 01/30/99        | Printing services |
| 2630     | FAST<br>PRINTING |                        | 39,593<br>01/28/69   | 01/28/99        | Printing services |
| 83,286   | FAST<br>PRINTING |                        | 38,224<br>08/29/66   | 08/29/96        | Printing services |

## CANADIAN TRADEMARKS

| Case No. | Trademark           | Ser. No. & Filing Date | Reg. No. & Reg. Date | Date of Renewal | Goods  |
|----------|---------------------|------------------------|----------------------|-----------------|--|
| 83,521   | ALUMICEAL           | 507,703<br>08/08/83    | 299,185<br>01/18/85  | 01/18/2000      | Secondary caps and bands to be applied to liquid-containing bottles having separate primary closures |
| 83,522   | FLEMING-POTTER Logo | 543,232<br>06/12/85    | 313,648<br>04/25/86  | 04/25/2001      | Printing services  |

## ABANDONED TRADEMARKS

| Case No. | Trademark          | Ser. No. & Filing Date | Reg. No. & Reg. Date | Date of Renewal | Goods   |
|----------|--------------------|------------------------|----------------------|-----------------|---|
| 2528     | CLOSEAL and Design |                        | 298,716              |                 |   |
| 2551     | CLOSEAL            |                        | 198,718              |                 |   |
| 3086     | Bd & WEST          | 403,648<br>09/27/71    | 948,908<br>12/19/72  | 12/19/92        | Machinery for wine, liquor and beverage manufacturing; namely, bottle filler, a liquid pumps, grape presses, crushers, stemmers, crowners, corkers, wire-hooders, capsule feeders, capsule pleaters, capsule spin-on machines, capsuling machines, casers and uncasers and bottle wrapping machines |



| Case No. | Trademark        | Ser. No. & Filing Date | Reg. No. & Reg. Date | Date of Renewal | Goods   |
|----------|------------------|------------------------|----------------------|-----------------|---|
| 3087     | Bd & WEST Design | 403,649<br>09/27/71    | 951,306<br>01/23/73  | 01/23/93        | Machinery for wine, liquor and beverage manufacturing; namely, bottle filler, a liquid pumps, grape presses, crushers, stemmers, crowners, corkers, wire-hooders, capsule feeders, capsule pleaters, capsule spin-on machines, capsuling machines, casers and uncasers and bottle wrapping machines |

R

TX-1-273-567 (COHM) ITEM 1 OF 3 IN SET 4  
TITL: Fleming Packaging Corporation.  
NOTE: Cataloged from appl. only.  
CLNA: acFleming Packaging Corporation  
DCRE: 1984 DPUB: 15Jan84 DREG: 30Jan84  
ECIF: 1/B/D//A  
READY FOR NEW COMMAND:

TX-1-373-967 (COHM) ITEM 2 OF 3 IN SET 4  
TITL: Fp Mail Systems, Inc.  
NOTE: Cataloged from appl. only.  
CLNA: acFleming Packaging Corporation  
DCRE: 1984 DPUB: 1May84 DREG: 25Jun84  
LINM: NM: "text, photos. & descriptive text for the photos."  
ECIF: 1/B  
READY FOR NEW COMMAND:

TX-1-403-246 (COHM) ITEM 3 OF 3 IN SET 4  
TITL: Gemco--slit feed dispenser.  
NOTE: Cataloged from appl.  
CLNA: acFleming Packaging Corporation  
DCRE: 1984 DPUB: 20Jul84 DREG: 7Aug84  
LINM: NM: "text, photos., and descriptive text for the photos."  
ECIF: 1/B  
READY FOR NEW COMMAND: