

08-02-2001



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies): North America Packaging Corporation <i>07/25/01</i> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>The Chase Manhattan Bank</u> Internal _____ Address: _____ Street Address: <u>2200 Ross Ave., 4th Floor</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>June 28, 2001</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>925,679;</u> <u>1,739,416; 1,970,975; 2,055,658</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>HelenAnn Busa</u> Internal Address: <u>Locke Liddell & Sapp</u> _____ _____ Street Address: <u>100 Congress Avenue,</u> <u>Suite 300</u> _____ City: <u>Austin</u> State: <u>TX</u> Zip: <u>78701</u>	6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41): \$ <u>115.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ <small>(Attach duplicate copy of this page if paying by deposit account)</small>
DO NOT USE THIS SPACE	
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div> <u>HelenAnn Busa</u> Name of Person Signing </div> <div style="text-align: center;"> Signature </div> <div> <u>7-23-01</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> 6 </div>	

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

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

08/01/2001 LNUELLER 00000186 925679

01 FC:481
02 FC:48240.00 OP
75.00 OP
TRADEMARK
REEL: 002338 FRAME: 0720

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 28, 2001, is by and between NORTH AMERICA PACKAGING CORPORATION ("Debtor"), a Delaware corporation, whose address is 100 Galleria Parkway, Suite 900, Atlanta, Georgia 30339, Attention: Lawrence A. McVicker, and THE CHASE MANHATTAN BANK, a New York banking corporation, whose address is 2200 Ross Avenue, Fourth Floor, Dallas, Texas 75201, Attention: Chad A. Ramsey, in its capacity as agent (in such capacity, the "Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, (the "Credit Agreement") of even date herewith, by and among Debtor, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders"), and Agent.

WHEREAS, Debtor, Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including, without limitation,

each Trademark listed on Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark attached (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including, without limitation, each Trademark License listed in Schedule 1 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and


(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE CONFLICTS OF LAWS PRINCIPLES THEREOF) AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS.** This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of June 28, 2001.


"Debtor"

NORTH AMERICA PACKAGING CORPORATION,
a Delaware corporation

By: 
Name: LAWRENCE A. McVICKER
Title: CHAIRMAN & CEO

"Agent"

THE CHASE MANHATTAN BANK, a New York
banking corporation, as Agent

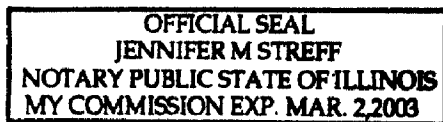
By: 
Name: KIRK L. STITES
Title: DIRECTOR

Attachment:

Schedule 1 - Trademarks

THE STATE OF ILLINOIS §
COUNTY OF COOK §

This instrument was acknowledged before me on June 11, 2001, by Lawrence A. McVicker, Chairman & CEO of North America Packaging Corporation, a Delaware corporation, on behalf of said corporation.

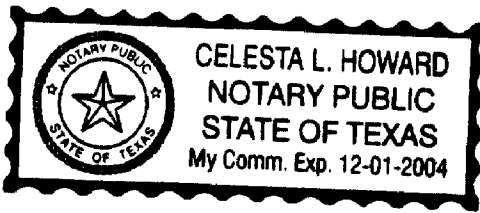


Jennifer M. Streff
Notary Public in and for the
State of Illinois
Printed Name: Jennifer M. Streff
My Commission Expires:
3/2/2003

THE STATE OF Texas §
COUNTY OF Dallas §

This instrument was acknowledged before me on July 17, 2001, by Kirk L. STITES, DIRECTOR of The Chase Manhattan Bank, a New York banking corporation, as agent, on behalf of said corporation acting in said capacity.

Celesta L. Howard
Notary Public in and for the
State of Texas
Printed Name: CELESTA L. HOWARD
My Commission Expires:
12-01-2004



**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

1.	<u>Registered U.S. Trademarks</u>	<u>Serial No.</u>	<u>Effective Date</u>
	NAMPAC	1,739,416	12/15/1992
	MAX-TITE	2,055,658	4/22/1997
	BENNETT	925,679	12/14/1971
	REFLEX	1,970,975	4/30/1996

2.	<u>Registered U.S. Trademark Applications</u>	<u>Serial No.</u>	<u>Effective Date</u>
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3.	<u>Registered State Trademarks</u>	<u>Serial No.</u>	<u>Effective Date</u>
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4.	<u>Registered State Trademark Applications</u>	<u>Serial No.</u>	<u>Effective Date</u>
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5.	<u>Registered Foreign Trademarks</u>	<u>Serial No.</u>	<u>Effective Date</u>
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6.	<u>Registered Foreign Trademark Applications</u>	<u>Serial No.</u>	<u>Effective Date</u>
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7.	<u>Other Trademarks</u>
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NORTH AMERICA PACKAGING