

JUL 30 2001

08-03-2001



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RECORDATION FORM COVER 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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

08/02/2001 0000177 208217

01 FC:481
02 FC:432

40.00 OP
425.00 OP

FOR OFFICE USE ONLY

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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)		
<input type="text" value="See attached Schedule A"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="See attached Schedule A"/>	<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

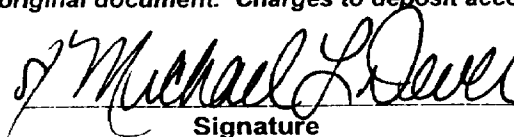
No

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.

Michael L. Dever

Name of Person Signing



Signature

7/26/01

Date Signed

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS, TRADE NAMES AND COPYRIGHTS

1. Registered Trademarks:

MARK	REG. NO.
WORKING GLASS	2,089,217
QORPAK	1,568,001
ALL-PAK, INC.(and design)	797,361
POLYTIN	1,899,893
KAPTCLEAN	1,895,155
ALL-PAK	1,700,175
D'QORPAK	1,530,531
BOTTLE BEAKERS	1,537,983
The Color "Green"	1,568,401
PH7	1,460,099
ALL-PAK	1,205,127
STURDEESEAL	1,342,739
QORPAK	1,185,843
STURDEESEAL	1,294,346
Miscellaneous Design "Crown on Closure"	1,450,827
ALL-PAK	1,196,524
LABTAG	2,176,750
ALKEM LAB PRODUCTS	Serial No. 75/553,147

2. Patents:

COUNTRY	PATENT NO.	TITLE
United States	5,174,464	"Paint or Similar Can with Overcap"
United States	5,261,551	"Paint or Similar Can with Overcap Having a Central Opening"
United States	4,727,998	"Tamper Evident Closure"
United States	4,664,273	"Child-Resistant Container with Resistance Indicating Means"
United States	4,880,119	"Cushioned Container for Hazardous Material"
Canada	1,310,304	"Package for Hazardous Materials"
Canada	507,342	"Package for Hazardous Materials"
Canada	531,967	"Child-Resistant Container with Resistance Indicating Means"

3. Copyrights:

None

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of July 19, 2001, is entered into by and between ALL PAK, INC., a Pennsylvania corporation (the "Borrower" or the "Pledgor") and PNC BANK, NATIONAL ASSOCIATION, as the Bank under the Credit Agreement referred to below (the "Secured Party").

Reference is made to the Senior Secured Revolving Credit and Term Loan Agreement dated as of December 5, 1990, as amended and restated by the Credit Agreement dated as of June 9, 1994 (as amended, restated, modified, waived and supplemented to but not including the date hereof, the "Existing Credit Agreement") by and between the Pledgor and the Bank.

WINESSETH:

WHEREAS, the obligations and all indebtedness of the Pledgor under the Existing Credit Agreement are secured pursuant to the Original Collateral Documents;

WHEREAS, as of July 19, 2001, the obligations, liabilities, and indebtedness of the Pledgor subject to the Existing Credit Agreement have been continued and shall be governed by the Amended and Restated Credit Agreement, dated as of July 19, 2001, by and between the Pledgor and the Bank (as restated, amended, modified, and supplemented from time to time, the "Credit Agreement") which has amended and restated the Existing Credit Agreement in its entirety;

WHEREAS, the parties desire that all liens and security interests which secured indebtedness, obligations, and liabilities of the Pledgor under the Existing Credit Agreement, the Original Collateral Documents and the documents related thereto shall continue to secure the indebtedness, obligations, and liabilities of the Pledgor under the Credit Agreement and the other Loan Documents (as defined therein) and, accordingly, this Agreement renews and continues the liens and security interests in favor of Secured Party in the Patents, Trademarks and Copyrights (as defined in Section 3 below);

WHEREAS, the Pledgor is (or will be with respect to after-acquired property) the legal and beneficial owner and the holder of the Patents, Trademarks and Copyrights (as defined in Section 3 below);

WHEREAS, pursuant to the Credit Agreement, the Bank has agreed to make certain loans and financial accommodations to or for the Pledgor; and

WHEREAS, the obligation of the Bank to make loans under the Credit Agreement is subject to the condition, among others, that the Pledgor secure its obligations to the Bank under the Credit Agreement, the other Loan Documents and otherwise as more fully described herein in the manner set forth below.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. This Agreement renews and continues the liens and security interests in the Patents, Trademarks and Copyrights, as provided herein, and this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Existing Credit Agreement or the Original Collateral Documents. The Pledgor and the Bank acknowledge and agree that the Original Collateral Documents have continued to secure the indebtedness, loans, liabilities, expenses, and obligations under the Existing Credit Agreement since the date of execution of the Original Collateral Documents; and that this Agreement is entitled to all rights and benefits originally pertaining to the Original Collateral Documents.

2. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.

3. To secure the full payment and performance of all Obligations and other liabilities of Borrower, including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), the Pledgor hereby grants, and conveys a security interest to Secured Party and its Affiliates, in the entire right, title and interest of the Pledgor in and to all trade names, patent applications, patents, trademark applications, trademarks, servicemarks and copyrights, whether now owned or hereafter acquired by the Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").

4. The Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth in Schedule B hereto, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by the Pledgor not to sue third persons;

(d) the Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to the Pledgor or, to the knowledge of the Pledgor, any other person that the use of any of its Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) the Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) the Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of its Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof.

5. The Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under this Agreement, without Secured Party's prior written consent which shall not be unreasonably withheld, except the Pledgor may license technology in the ordinary course of business without the Secured Party's consent to suppliers and customers to facilitate the manufacture and use of the Pledgor's products.

6. If, before the Secured Obligations shall have been indefeasibly satisfied in full and the Commitments have terminated, the Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give to Secured Party prompt notice thereof in writing. The Pledgor and Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Secured Party shall designate by notice to the Pledgor, or elsewhere, the whole or from time to time any part of the Pledgor's Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of its Patents, Trademarks and Copyrights all expenses (including fees and

expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgor. Notice of any sale or other disposition of the Pledgor's Patents, Trademarks and Copyrights shall be given to the Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, the Pledgor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for Secured Party to use its Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under its Patents, Trademarks and Copyrights to any third person, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of its Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit the Pledgor; (ii) the Secured Party herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of the Pledgor; and (iii) the Secured Party herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Secured Party. The Secured Party hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Secured Party. The Pledgor and the Secured Party acknowledge, agree and consent that, in accordance with the legislative intent and as allowed by 20 Pa.C.S. § 5601(a), the provisions of 20 Pa.C.S. § 5601 shall NOT apply to this power of attorney or any of the powers granted herein.

9. At such time as the Pledgor shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated, this Agreement shall terminate and Secured Party shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgor full title to its Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance

fees, encumbrances, the protection, maintenance or preservation of the Pledgor's Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor within fifteen (15) days of demand by Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. The Pledgor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any patent applications of its Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of its Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. The Pledgor shall not abandon any of its Patents, Trademarks or Copyrights without the consent of Secured Party, which shall not be unreasonably withheld.

12. The Pledgor shall have the right, with the consent of Secured Party, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Secured Party, if necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce its Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by Secured Party as a result of such suit or joinder by the Pledgor.

13. No course of dealing between the Pledgor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that the Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

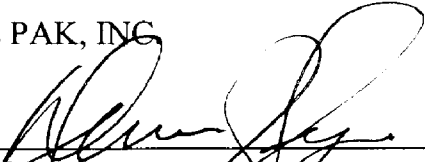
19. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. The Pledgor acknowledges and agrees that a telecopy transmission to Secured Party of signature pages hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by the Pledgor.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


[SIGNATURE PAGE 1 OF 1 TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

ALL PAK, INC

By:  (SEAL)
Name: Dennis J. Sipe
Title: Chief Executive Officer

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Amy B. Sorber
Title: Vice President

**SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS**

None

CERTIFICATION

I hereby certify that the Patent, Trademark and Copyright Security Agreement from All Pak, Inc. to PNC Bank, National Association is a true and exact copy of the original Patent, Trademark and Copyright Security Agreement.

7/20/01
Date

Vicki Cremonese
Vicki Cremonese
Notary Public

Notarial Seal
Vicki Cremonese, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Feb. 8, 2003
Member, Pennsylvania Association of Notaries