

Form PTO-1594  
(Rev. 03/01)  
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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):  
S&G Packaging Company, L.L.C.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other limited liability company

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

2. Name and address of receiving party(ies)  
Name: Gaylord Container Corporation  
Internal Address: 9-26-01  
Street Address: 500 Lake Cook Road, Suite 400  
City: Deerfield State: IL Zip: 60015

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: December 20, 1999

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1258530

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Peter M. Spingola, Esq.  
Internal Address: Kirkland & Ellis  
40.00 DP  
Street Address: 200 E. Randolph Dr.,  
Suite 5300  
City: Chicago State: IL Zip: 60601

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:  
22-0440  
(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.*

Peter M. Spingola                      Peter Spingola                      September 26, 2001  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 9

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

State of Delaware  
Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"S&G PACKAGING COMPANY, L.L.C.", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "GAYLORD CONTAINER CORPORATION" UNDER THE NAME OF "GAYLORD CONTAINER CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF DECEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1999.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Edward J. Freel, Secretary of State

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991568616

AUTHENTICATION: 0172904

DATE: 12-30-99

TRADEMARK  
REEL: 002375 FRAME: 0436

**CERTIFICATE OF MERGER  
OF  
S&G PACKAGING COMPANY, L.L.C.  
AND  
GAYLORD CONTAINER CORPORATION**

It is hereby certified that:

1. The constituent business entities participating in the merger herein certified are:
  - (i) S&G Packaging Company, L.L.C., which is organized under the laws of the State of Delaware; and
  - (ii) Gaylord Container Corporation, which is incorporated under the laws of the State of Delaware.
2. An Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent entities in accordance with the provisions of subsection (b) of Section 18-209 of the Delaware Limited Liability Company Law and in accordance with the provisions of Section 264 of the General Corporation Law, to wit, by S&G Packaging Company, L.L.C. and Gaylord Container Corporation.
3. The merger shall become effective on December 31, 1999.
4. The name of the surviving corporation in the merger herein certified is Gaylord Container Corporation, which will continue its existence as said surviving corporation under its present name, Gaylord Container Corporation, upon the effective date of said merger pursuant to the provisions of the Delaware General Corporation Law.
5. The Certificate of Incorporation of Gaylord Container Corporation as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the Delaware General Corporation Law.

6. The executed Agreement of Merger between the aforesaid constituent business entities is on file at the principal place of business of the aforesaid surviving corporation, the address of which is as follows:

500 Lake Cook Road  
Suite 400  
Deerfield, Illinois 60015

7. A copy of the aforesaid Agreement of Merger will be furnished by the aforesaid surviving corporation, on request and without cost, to any stockholder of the corporation or any member of the extinguishing limited liability company.

Executed on this 20th day of December, 1999.

GAYLORD CONTAINER CORPORATION

By: David F. Tanaka  
David F. Tanaka  
Vice President and General Counsel

**PLAN AND AGREEMENT OF MERGER**

PLAN AND AGREEMENT OF MERGER dated as of November 10, 1999 (the "Agreement"), by and between S & G Packaging Company, L.L.C., a Delaware limited liability company ("S & G"), and Gaylord Container Corporation, a Delaware corporation ("Gaylord"), (each a "Merging Corporation" and collectively the "Merging Corporations.")

**WITNESSETH:**

WHEREAS, S & G is a limited liability company duly organized and validly existing under the laws of the State of Delaware;

WHEREAS, Gaylord is a corporation duly organized and validly existing under the laws of the state of Delaware having authorized capital stock consisting of shares of common stock, \$.0001 par value per share (the "Gaylord Stock"), of which 54,991,409 shares are issued and outstanding;

WHEREAS, the Management Committee of S & G and the Board of Directors of Gaylord each deem it advisable that S & G merge with and into Gaylord, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Delaware (the "Merger"), and that the membership interests of S & G be converted upon consummation of the Merger as set forth herein;

WHEREAS, Gaylord and S & G intend that the Merger qualify as a tax-free reorganization for federal income tax purposes; and

WHEREAS, the Management Committee of S & G and Board of Directors of Gaylord have, by resolutions duly adopted, approved and adopted the provisions of this Agreement as the agreement of merger pursuant to §18-209 of the Delaware Corporation Laws (the "Delaware Law").

NOW, THEREFORE, Gaylord and S & G agree as follows:

**SECTION 1**

**Effect of the Merger; Manner and Basis  
Of Converting and Canceling Shares**

1.1 At the Effective Time (as hereinafter defined), S & G shall be merged with and into Gaylord, the separate corporate existence of S & G (except as may be continued by operation of law) shall cease, and Gaylord shall continue as the surviving corporation. Gaylord, in its capacity as the surviving corporation of the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 At the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers and franchises, of both a public and private nature, and be subject to all the restrictions, disabilities and duties, of each Merging Corporation; and all rights, privileges, powers and franchises of each Merging Corporation, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choices in action, and all and every other interest, of or belonging to each Merging Corporation shall be taken and deemed to be transferred to and vested in and be the property of the Surviving Corporation without further act or deed; and title to any real estate, or any interest thereto, vested in either Merging Corporation shall not revert or be in any way impaired by reason of the Merger; and all debts, liabilities and duties of each Merging Corporation shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either Merging Corporation may be prosecuted to judgment as if the Merger had not taken place or the Surviving Corporation may be substituted in its place. The authority of the officers of each Merging Corporation shall continue with respect to the due execution in the name of each respective Merging Corporation of tax returns, instruments of transfer or conveyance and other documents where the execution thereof is required or convenient to comply with any provision of the Delaware Law or any other applicable laws or regulations, any contract to which such Merging Corporation was a party to this agreement.

1.3 At the Effective Time all membership interests of S & G shall be canceled without payment of consideration.

1.4 Without limiting the foregoing, S & G hereby assigns to Gaylord and Gaylord agrees to accept all of S & G's rights, benefits, obligations and liabilities under and pursuant to all written agreements, including those signed in connection with the Securities Purchase Agreement, dated as of October 28, 1999.

1.5 The name of the Surviving Corporation shall be "Gaylord Container Corporation."

## SECTION 2

### Certificate of Merger

2.1 Upon fulfillment or waiver of the conditions specified in Section 5 hereof and provided that this Agreement has not been terminated and abandoned pursuant to Section 6.2 hereof, Gaylord and S & G shall cause a Certificate of Merger to be executed,

acknowledged and filed with the Secretary of State of the State of Delaware as provided in §18-209 of the Delaware Law.

2.2 The merger shall become effective upon the filing of the executed Certificate of Merger with the Secretary of the State of Delaware which shall be filed as soon as possible after fulfilling or waiver of all the conditions described in Section 5 of this Agreement or December 31, 1999, whichever is later (the "Effective Time).

### **SECTION 3**

#### **Shareholder Approval**

3.1 Each of the parties hereto shall (subject to any qualification specified in this Section 3, the conditions specified in Section 5 and the fiduciary obligations of its Board of Directors) diligently use its best efforts to cause the Merger to be consummated, and to be consummated at the earliest practicable date. Such best efforts shall include the vigorous defense of any suit or proceeding instituted against it in connection with the transactions contemplated by this Agreement.

3.2 If required by Delaware Law, each Merging Corporation shall submit this Agreement and the Merger to its respective stockholders for adoption and approval and shall use its best efforts to solicit from its respective stockholders a written consent in lieu of a special meeting, as provided by the Delaware Law in favor of such adoption and approval and take all other action necessary or helpful to secure a vote of stockholders in favor of the Merger.

3.3 Prior to the Effective Time, each party shall use its best efforts to obtain the consent of all private third parties and governmental authorities, if necessary to consummation of the Merger.

3.4 Each party shall give prompt notice to the other of the occurrence or failure to occur of any event, which occurrence or failure would cause or would be likely to cause a condition to the obligation of the other to effect the Merger not to be satisfied.

### **SECTION 4**

#### **Amended and Restated Certificate of Incorporation and By-Laws; Board of Directors**

4.1 The Amended and Restated Certificate of Incorporation of Gaylord, attached hereto as Exhibit B and made a part hereof by this reference, shall govern the Surviving Corporation, until it shall be amended as provided by law.

4.2. The Amended and Restated By-Laws of Gaylord, attached hereto as Exhibit C, subject to alteration, amendment or repeal from time to time by the Board of Directors or the stockholders of the Surviving Corporation, shall govern the Surviving Corporation.

4.3. The members of the Board of Directors and the officers of Gaylord holding office immediately prior to the Effective Time shall be the members of the Board of Directors and the officers (holding the same positions as they held with Gaylord immediately prior to the Effective Time) of the Surviving Corporation and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death.

## **SECTION 5**

### **Conditions**

5.1. The obligations to consummate the Merger under this Agreement is subject to the fulfillment of the following conditions:

(a) At the option of S & G or Gaylord, any third party consents which are required in order to avoid a breach, violation, conflict or default under any agreement, contract, statute, rule or regulation shall have been obtained;

(b) This Agreement and the Merger shall have been approved and adopted by the holders of a majority of the outstanding interests of S & G, and, if required, by the shareholders of Gaylord;

(c) There shall have been no law, statute, rule or regulation, domestic or foreign, enacted or promulgated which would make consummation of the Merger illegal; and

(d) No preliminary or permanent injunction or other order by any federal or state court of competent jurisdiction that makes illegal or otherwise prevents the consummation of the Merger shall have been issued and shall remain in effect.

## **SECTION 6**

### **Miscellaneous**

6.1. This agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

6.2. The laws of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Agreement.



6.3. This Agreement is not intended to confer upon any person (other than the parties hereto and their respective successors and assigns) any rights or remedies hereunder or by reason hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized and their respective corporate seals affixed, all as of the day and year first written above.

**S & G Packaging Company, L.L.C.**

By David J. Amick

Its Secretary

Attest:

Renate B. Binder

**Gaylord Container Corporation**

By David J. Amick

Its Vice President

Attest:

Renate B. Binder