



b settings = = =

To the Honorable Commissioner of Pat.

102016455

attached original documents or copy thereof.

Name of conveying party(ies):

Gaylord Container Corporation

JAN 25 2002

1-25-02

- Individual(s) Association
- General Partnership Limited Partnership

X Corporation-State DE
Other

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

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Assignment of Security Interest in U.S. Trademarks and Patents

Execution Date: December 7, 2001

2. Name and address of receiving party(ies)

Name: Bankers Trust Company, as Agent

Internal Address:

Street Address: 130 Liberty St.

City: New York State: NY ZIP: 10006

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

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

02/11/2002 LMUELLER 00000072 1802694

01 FC:481 40.00 DP
02 FC:482 500.00 DP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....\$ 540.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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.

Laura Konrath

Name of Person Signing

Signature

12/26/01

Date

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

SCHEDULE A

Continuation
Item 4

U.S. Trademark Registration

Mark	Country	Reg. No./ Reg. Date	Appl. No./ Filing Date
Gaylord Encorliner	U.S.	1802694 11/02/93	74/213413 10/16/91
Gaylord EncorPack	U.S.	1812898 12/21/93	74/214373 10/16/91
Gaylord Encor	U.S.	1843604 07/05/94	74/213965 10/16/91
Gaylord and Design	U.S.	1574842 01/02/90	73/769011 12/12/88
Gaylord and Design	U.S.	1800752 10/26/93	[] []
Handle-Bag	U.S.	1723056 10/06/92	74/194989 08/15/91
Optipack	U.S.	1637946 03/12/91	74/051540 04/20/90
Roadrunner	U.S.	2034667 02/04/97	74/218388 11/04/91
PSL	U.S.	1761287 03/30/93	74/212455 10/10/91
Performance Sheets	U.S.	1878236 02/07/95	74/437070 09/17/93
Performance Sheets and Design	U.S.	1884293 03/14/95	74/437071 09/17/93
PSL	U.S.	1761287 03/30/93	74/212455 10/10/91
Pro Graphics (Supplemental Register)	U.S.	1693826 06/09/92	74/050811 04/20/90
Pro Design (Supplemental Register)	U.S.	1688584 05/19/92	74/051273 04/20/90
Mid-America Packaging	U.S.	1558990 10/03/89	73/772760 01/03/89
S & G	U.S.	2186533 09/01/98	75/173456 09/27/96
S&G	U.S.	2186531 09/01/98	75/173163 09/27/96

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S & G	U.S.	2132075 01/27/98	75/172956 09/27/96
S & G	U.S.	2132074 01/27/98	75/172955 09/27/96
Breakaway	U.S.	1258530 11/22/83	73/398957 09/30/82
Gaylord (and Design)	U.S.	[] []	75/899004 01/19/00
Web Seal	U.S.	0798266 11/02/65	72/207367 12/03/64

(21)

U.S. Trademarks - Pending

<u>Mark</u>	<u>Serial</u>	<u>Filing Date</u>
"North American Sheets"	[]	Application

**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GAYLORD CONTAINER CORPORATION, a Delaware corporation (the "Assignor") with principal offices at 500 Lake Cook Road, Suite 400, Deerfield, IL, 60015, hereby grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement between the Assignor, the other assignors party thereto and the Assignee, dated as of December 10, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in and re-assigning the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the ~~7th~~ day of December, 2001.

GAYLORD CONTAINER CORPORATION
as Assignor

By Jeffrey B. Patu

Name: JEFFREY B. PATU

Title: VP. FINANCE

BANKERS TRUST COMPANY,
as Assignee

By _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Assignment of

Security Interest as of the 7th day of December, 2001.

GAYLORD CONTAINER CORPORATION,
as Assignor

By _____

Name: _____

Title: _____

BANKERS TRUST COMPANY,
as Assignee

By Robert Telesca

Name: ROBERT TELESCA

Title: VP

STATE OF ILLINOIS)
COUNTY OF Lake) ss.:

On this 6th day of December, 2001, before me personally came

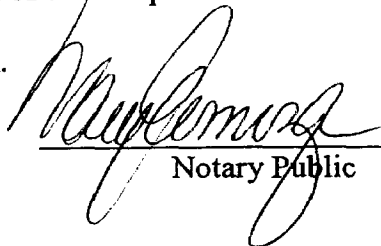
Jeffrey B. Park who, being by me duly sworn, did state as follows: that he is
VP Finance of Gaylord Container Corporation, that he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that he did so
by authority of the Board of Directors of said corporation.

Teresa A. Ruiz
Notary Public



STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 7th day of DECEMBER, 2001 before me personally came ROBERT TELESCA who, being by me duly sworn, did state as follows: that s/he is V.P. of Bankers Trust Company, that s/he is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that s/he did so by authority of the Board of Directors of said corporation.



Notary Public

Mary E. Somoza
Notary Public, State of New York
No. 4505761 Qual. in Kings Co.
Certificate Filed in New York County
Commission Expires Dec. 31, 2005

SCHEDULE A

U.S. Trademark Registration

Mark	Country	Reg. No./ Reg. Date	Appl. No./ Filing Date
Gaylord Encorliner	U.S.	1802694 11/02/93	74/213413 10/16/91
Gaylord EncorPack	U.S.	1812898 12/21/93	74/214373 10/16/91
Gaylord Encor	U.S.	1843604 07/05/94	74/213965 10/16/91
Gaylord and Design	U.S.	1574842 01/02/90	73/769011 12/12/88
Gaylord and Design	U.S.	1800752 10/26/93	[] []
Handle-Bag	U.S.	1723056 10/06/92	74/194989 08/15/91
Optipack	U.S.	1637946 03/12/91	74/051540 04/20/90
Roadrunner	U.S.	2034667 02/04/97	74/218388 11/04/91
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PSL	U.S.	1761287 03/30/93	74/212455 10/10/91
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S&G	U.S.	2186531 09/01/98	75/173163 09/27/96

S & G	U.S.	2132075 01/27/98	75/172956 09/27/96
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Web Seal	U.S.	0798266 11/02/65	72/207367 12/03/64

(21)

U.S. Trademarks - Pending

<u>Mark</u>	<u>Serial</u>	<u>Filing Date</u>
"North American Sheets"	[]	Application

SCHEDULE B

U.S. Patents

Title	Country	Patent No./Issued	Appln. No./ Filed
1) Self-locking corner structure	U.S.	4844331 07/04/89	88211753 06/24/88
Garment box	U.S.	5058740 10/22/91	90/468571 01/23/90
Self-locking end closure	U.S.	5318220 06/07/94	92/977586 11/17/92
Apparatus for rotating substantially flat articles	U.S.	5857672 01/12/99	95546082 01/22/96
Apparatus for rotating substantially flat articles	U.S.	5860646 01/19/99	97871774 06/09/97
Apparatus for the registration of printed matter during the manufacture of bags	U.S.	5795280 08/18/98	96618927 03/20/96
Apparatus and method for attaching carrying handles to bags	U.S.	5816993 10/06/98	96589775 01/22/96
8) Corner lock on baking and shipping tray	U.S.	4573633 []	[] []
Process for making ultra-pure dimethylsulfoxide comprises melt crystallization	WO	200064868 11/02/00	2000US10935 04/24/00