

06-27-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2) Tab settings



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SHEET 1/1

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

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

1. Name of conveying party(ies): MATRIX PACKAGING INC.

6-18-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: May 28, 2002

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Canada

Internal Address:

Street Address: BCE Place, 8th Floor,

City: Toronto State: Ontario Zip: M5J 2S8

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

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)

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS FINANCE SECTION JUN 10 AM 10:19

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2291822

Additional number(s) attached Yes No

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

Name: Todd N. Bundrant

Internal Address: Mayer Brown Rowe & Maw

Street Address: P.O. Box 2828

City: Chicago State: IL Zip: 60690-2828

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

13-0019

(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.

Todd N. Bundrant Name of Person Signing

Signature

June 18, 2002 Date

Total number of pages including cover sheet, attachments, and document: 7

06/27/2002 GTDN11 00000016 2291822

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

01 FC:481 02 FC:482

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TRADEMARK REEL: 2532 FRAME: 0477

Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 2158092

22 91822

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**DESIGNATION OF DOMESTIC REPRESENTATIVE**

The undersigned, Canadian Imperial Bank of Commerce, an entity organized and existing under and by virtue of the laws of Canada, having its principal place of business at BCE Place, 8th Floor, Toronto, Ontario M5J 2S8, hereby appoints the firm of Mayer, Brown Rowe & Maw of 190 South La Salle Street, Chicago, Illinois 60603-3441 (Attn: J. Thomas Mullen), as its domestic representative upon whom notice of process and proceedings affecting the trademarks identified in the enclosed Trademark Security Agreement may be served.

Canadian Imperial Bank of Commerce

By: 

Name:

Title:

ROCCO CALABRO
DIRECTOR

Date:

JUNE 14, 2002

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 28, 2002, is between Matrix Packaging Inc., an Ontario corporation (the "Guarantor") and Canadian Imperial Bank of Commerce, in its capacity as agent for the Lenders referred to below (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, 1515099 Ontario Limited., an Ontario corporation, and Tricor (Matrix) Acquisition U.S. Company Inc, a Delaware corporation (collectively referred to herein as, the "Borrowers") have entered into a Credit Agreement dated as of May 28, 2002 (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (the "Lenders") and the Agent, pursuant to which the Lenders have agreed to make loans to, to issue or participate in letters of credit for the account of, and to make other financial accommodations to, the Borrowers;

WHEREAS, the Guarantor has executed and delivered a guarantee (as amended or otherwise modified from time to time, the "Guarantee") of all obligations of the Borrowers under the Credit Agreement and certain other obligations; and

WHEREAS, the obligations of the Guarantor under the Guarantee are to be secured pursuant to this Agreement and a General Security Agreement, dated of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Guarantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Credit Agreement.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby assigns to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a continuing security interest in, the Guarantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations listed on Schedule I hereto); books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by the Guarantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Obligations (other than contingent indemnification Obligations to the extent no claims giving rise thereto have been asserted) and the termination of all Commitments of the Lenders under the Credit Agreement, the Agent shall, at the Guarantor's expense, execute and deliver to the Guarantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

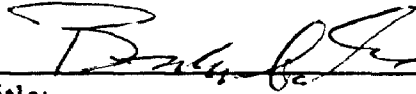
5. Acknowledgment. The Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be fully performed in such State. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.


GUARANTOR:

MATRIX PACKAGING INC.

By: 
Title: _____

AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: 
Title: _____

SCHEDULE I
to
Trademark Security Agreement

TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS

<u>Jurisdiction</u>	<u>Owner</u>	<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>
United States	Matrix Packaging Inc.	MATRIX	11/16/1999	2,291,822
United States	Matrix Packaging Inc.	MATRIX PACKAGING INC.	05/19/1998	2,158,092

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RECORDED: 06/18/2002

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