

07-03-2002

Docket No.:



102143853

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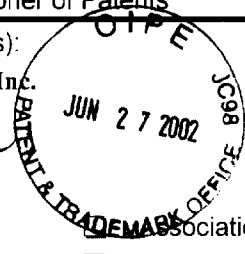
To the Honorable Commissioner of Patents

Remarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Crystal Creative Products, Inc.**  
*6-27-02*

Individual(s)  
 General Partnership  
 Corporation-State **Ohio**  
 Other

Additional names(s) of conveying party(ies)  Yes  No



2. Name and address of receiving party(ies):  
Name: **U.S. Bank National Association**  
Internal Address:  
Street Address: **425 Walnut Street**  
City: **Cincinnati** State: **OH** ZIP: **45202**

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
 (Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other **First Amendment to Trademark Security Agreement**

Merger  
 Change of Name

Execution Date: **May 24, 2002**

4. Application number(s) or registration numbers(s):  
 A. Trademark Application No.(s)  
**See Attached Schedule I**

Additional numbers  Yes  No

B. Trademark Registration No.(s)  
**See Attached Schedule I**

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Jean-Marc Brun, Esquire**  
 Internal Address:  
**Vorys Sater Seymour and Pease LLP**  
 Street Address: **1828 L Street, N.W.**  
**11th Floor**  
 City: **Washington** State: **DC** ZIP: **20036**

6. Total number of applications and registrations involved: **33**

7. Total fee (37 CFR 3.41):.....\$ **\$840.00**

Enclosed  
 Authorized to be charged to deposit account **Excess**

8. Deposit account number:  
**22-0585**

DO NOT USE THIS SPACE

07/02/2002 DBYRNE 00000087 2476701

01 FC:481 40.00 DP  
02 FC:482 800.00 DP

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.

**Jean-Marc Brun**  
 Name of Person Signing

*Jean-Marc Brun*  
 Signature

**June 26, 2002**  
 Date

Total number of pages including cover sheet, attachments, and

**5**

TRADEMARK

## SCHEDULE I

Trademark	Application Serial No.	Filing Date	Registration No.	Registration Date
ALWAYS HOLIDAY	75/914,575	2/10/2000	2,476,701	8/7/2001
BAG A GIFT	73/611,292	7/25/1986	1,431,104	3/3/1987
BOX A GIFT	75/551,265	9/11/1998	2,309,972	1/18/2000
CRYSTAL	72/106,564	9/13/1960	732,157	5/29/1962
CRYSTAL	71/617,013	7/27/1951	578,192	8/4/1953
CRYSTAL	75/008,024	10/19/1995	2,006,131	10/8/1996
CRYSTAL	75/007,975	10/19/1995	2,071,157	6/17/1997
CRYSTAL & Design	75/008,017	10/19/1995	2,004,385	10/1/1996
CRYSTAL & Design	75/008,025	10/19/1995	2,071,158	6/17/1997
CRYSTAL SHEER	75/449,565	3/13/1998	2,317,826	2/15/2000
CRYSTALIZED TISSUE	73/733,505	6/10/1988	1,524,473	2/14/1989
CRYSLEX	71/668,531	6/21/1954	614,853	10/25/1955
DAINTYPRINT	72/197,369	7/8/1964	786,034	3/2/1965
DESIGN	72/148,602	7/9/1962	769,944	5/19/1964
EASY-WRAP	75/766,663	8/3/1999	2,401,008	10/31/2000
ER-MIN	73/462,597	1/25/1984	1,335,426	5/14/1985
FANTASY	71/312,210	3/16/1931	284,849	7/7/1931
FANTASY	75/635,731	2/5/1999	2,381,874	8/29/2000
MADRAS	72/150,397	8/3/1962	750,891	6/11/1963
MIAMI	72/216,571	4/15/1965	809,278	5/31/1966
PACKAGE MATES	75/003,432	10/10/1995	2,154,055	4/28/1998
PEARLIZED TISSUE	73/765,437	11/23/1988	1,549,134	7/25/1989
POMPS	72/204,967	10/28/1964	792,931	7/20/1965
RADIANT SHREDS	75/007,254	10/18/1995	2,086,894	8/12/1997
RADIANT WRAP	75/007,377	10/18/1995	2,094,159	9/9/1997
TISSUE WRAP & Design	73/443,869	9/15/1983	1,291,024	8/21/1984
BAG N BOW	74/161,567	4/29/1991	1,680,843	3/24/1992
"CISSIE" PRINT	73/025,977	7/3/1974	1,021,047	9/23/1975
CRYSTAL TISSUES & Design	71/137,726	9/29/1920	147,765	11/01/1921
CRYSTAL WAXING	72/107,557	11/1/1960	727,027	1/30/1962
TOTAL WRAP	73/473,795	4/4/1984	1,325,723	3/19/1985
TWICE TISSUE	74/161,410	4/29/1991	1,689,027	5/26/1992
YARD MONSTERS	74/020,375	1/18/1990	1,619,939	10/30/1990

**FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), effective as of May 27, 2002, is made and entered into by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association and formerly known and doing business as Firststar Bank, National Association ("Bank"), and CRYSTAL CREATIVE PRODUCTS, INC., an Ohio corporation ("Grantor").

**Recitals**

A. Bank and Grantor are parties to the Trademark Security Agreement dated May 27, 1999 (the "Trademark Security Agreement") (capitalized terms used, but not defined, in this Amendment which are defined in the Financing Agreement dated as of May 27, 1999, as heretofore amended (as amended, the "Financing Agreement") will have the meanings given to them in the Financing Agreement).

B. Bank and Grantor desire to enter into this Amendment to amend the Trademark Security Agreement as set forth herein.

**Statement of Amendment**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Grantor hereby agree as follows:

1. **Amendment to Schedule 1.** Schedule 1 to the Trademark Security Agreement is hereby amended to (i) add the registration number and registration date for the trademark listed on Schedule 1 as "Crystal Sheer", which was originally identified on Schedule 1 by application serial number 75/449,565, which registration number and dates are as shown on Exhibit A attached hereto and made a part hereof, and (ii) add to Schedule 1 the application serial numbers, registration numbers and registration dates for the marks listed on Exhibit A attached which became a part of the Trademark Collateral, as defined in the Trademark Security Agreement.

2. **Continuing Effect of Trademark Security Agreement.** This Amendment is in no way intended, nor may it be construed, to impair or extinguish the creation, attachment, perfection or priority of the existing security interests in, and other Liens on, the Trademark Collateral (or any part thereof) granted to, or held by, Bank under the Trademark Security Agreement, which existing security interests and other Liens: (i) Grantor acknowledges, confirms and reaffirms to Bank and (ii) continue in existence under the terms of the Trademark Security Agreement, as amended by this Amendment.

3. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be references to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures, and if so signed, (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

4. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.


5. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

6. **Entire Agreement.** This Amendment, together with the Trademark Security Agreement, sets forth the entire agreement of the parties with respect to the subject matter of this Amendment and supersedes all previous understandings, written or oral, in respect of this Amendment.

7. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles); *provided* that Bank shall retain all rights arising under federal law.

IN WITNESS WHEREOF, Bank and Grantor have executed this Amendment to be effective as of the date first set forth above.

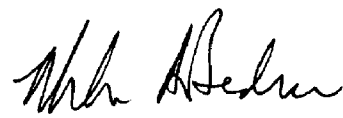
CRYSTAL CREATIVE PRODUCTS, INC.

By:   
James F. Akers, President

(Title)

STATE OF OHIO)  
COUNTY OF HAMILTON)ss:

The foregoing First Amendment to Trademark Security Agreement was executed and acknowledged before me this 24th day of May, 2002, by James F. Akers personally known to me to be the President of Crystal Creative Products, Inc., an Ohio corporation, on behalf of such corporation.

  
Notary Public

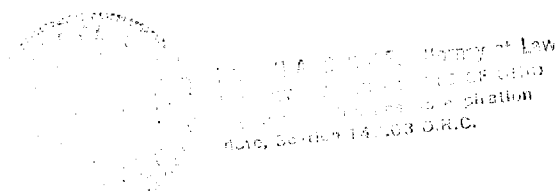
My Commission Expires: \_\_\_\_\_

[SEAL]

Accepted at Cincinnati, Ohio  
as of May 27, 2002.

U.S. BANK NATIONAL ASSOCIATION

By:   
Kenneth A. Kilmer, Vice President



**EXHIBIT A**

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