

08-30-2002



102205913  
RECORDATION FOR COVER SHEET  
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  Collateral Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name  Berlin Packaging L.L.C.

Execution Date  
Month Day Year  
 3/5/02

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other  Limited Liability Corporation
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name  Harris Trust and Savings Bank

DBA/AKATA

Composed of

Address (line 1)  111 West Monroe Street

Address (line 2)

Address (line 3)  Chicago

Illinois

60603

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

09/03/2002 6TON11 00000045 74588988

01 FC:481  
02 FC: 482

40.00 OP  
100.00 OP

TRADEMARK  
REEL: 002573 FRAME: 0052

**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)

**RETURN TO:  
FEDERAL RESEARCH CORP  
400 SEVENTH STREET NW  
SUITE 101  
WASHINGTON DC 20004**

**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)**

See Schedule A-1 attached

See Schedule A-1 attached

**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.

Andrea Serdiuk

8/27/02

Name of Person Signing

Signature

Date Signed

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>GRANTED</b>
Packaging Toolbox	74588988	1965184	4/2/1996
Pinnacle	74424634	1884310	3/14/1995
Pac-Link	74423207	1978668	6/4/1996
Berlin	74159244	1780321	7/6/1993

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILED</b>
Anything is Possible	75733224	6/21/1999

**COMMON LAW MARKS AND TRADE NAMES**

None

**REGISTERED STATE TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None

**REGISTERED FOREIGN TRADEMARKS  
AND TRADEMARK APPLICATIONS**

None

## TRADEMARK COLLATERAL AGREEMENT

This 5th day of March, 2002, Berlin Packaging L.L.C., a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 111 North Canal Street, Suite 300, Chicago, Illinois 60606, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BERLIN PACKAGING, L.L.C.

By

  
\_\_\_\_\_

Its

VICEPRESIDENT + CFO

NEIL R. SCHWAB

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BERLIN PACKAGING, L.L.C.

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By Edward J. King  
Its VCE/RESIDENT

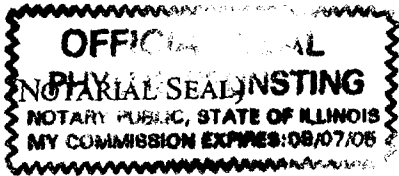
EDWARD J. KING

\_\_\_\_\_  
(Type or Print Name)

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Phyllis Brunsting a Notary Public in and for said County, in the State aforesaid, do hereby certify that NEIL SCHWARTZ, VICE PRES./CFO of Berlin Packaging, L.L.C., a Delaware limited liability company, and \_\_\_\_\_ Secretary of said limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRES./CFO and \_\_\_\_\_ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20<sup>th</sup> day of March, 2002

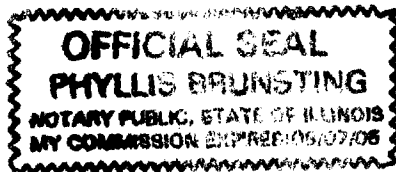


Phyllis Brunsting  
Notary Public

PHYLLIS BRUNSTING  
(Type or Print Name)

My Commission Expires:

8/7/05

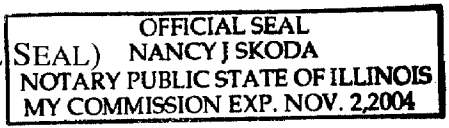


STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

I, Nancy J. Skoda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward Klinger, Vice President of Harris Trust and Savings Bank an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5<sup>th</sup> day of March, 2002.

(NOTARIAL



Nancy J. Skoda  
Notary Public

Nancy J. Skoda  
(Type or Print Name)

My Commission Expires:

Nov. 2, 2004



**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE