

10-18-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

102253473

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. 10.15.02

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

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

2. Name and address of receiving party(ies)

Name: MG Stratum Fund II, Limited Internal Partnership Address: Suite 1220

Street Address: 145 King Street West City: Toronto State: Ontario Zip: M5H 1J8

- Individual(s) citizenship Association General Partnership Limited Partnership Ontario, Canada Corporation-State 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: 05/28/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,158,092 2,291,822

Additional number(s) attached Yes No

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

Name: Mariann R. Murphy

Internal Address: Jenner & Block, LLC

Street Address: One IBM Plaza

City: Chicago State: IL Zip: 60611

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:

(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.

Mariann R. Murphy Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

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

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01 FC:8521 02 FC:8522

40.00 DP 25.00 DP

Recordation Form Cover Sheet - Trademarks Only

Continuation of Box 2.

Name: CIBC Capital Partners

Address: BCE Place, 8/F
161 Bay Street
Toronto, Ontario M5J 2S8

a chartered Bank under the laws of Canada

THE RIGHTS OF THE LENDERS (AS DEFINED BELOW) HEREUNDER ARE SUBJECT TO AN INTERCREDITOR AGREEMENT DATED AS OF MAY 28, 2002 (THE "INTERCREDITOR AGREEMENT") BY AND AMONG THE LENDERS, THE BANK OF NOVA SCOTIA AND CANADIAN IMPERIAL BANK OF COMMERCE, INDIVIDUALLY AS A SENIOR LENDER AND AS AGENT FOR THE SENIOR LENDERS, 1515099 ONTARIO LIMITED, TRICOR (MATRIX) ACQUISITION U.S. COMPANY INC., MATRIX PACKAGING OF CALIFORNIA, LLC, MATRIX PACKAGING OF ILLINOIS, INC. AND MATRIX PACKAGING OF FLORIDA, INC.

SUBORDINATED TRADEMARK SECURITY AGREEMENT

THIS SUBORDINATED TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 28, 2002, is entered into by and among Matrix Packaging, Inc., an Ontario corporation (the "Guarantor"), and MG Stratum Fund II, Limited Partnership, an Ontario limited partnership, and CIBC Capital Partners, a division of Canadian Imperial Bank of Commerce, a Chartered Bank under the laws of Canada (each, together with its agents, successors, transferees and assigns, being a "Lender" and collectively, the "Lenders").

WITNESSETH:

WHEREAS pursuant to a certain Matrix Packaging Credit Agreement dated as of May 28, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement), among 1515099 Ontario Limited, a corporation organized under the laws of Ontario (together with its successors, including by merger or amalgamation, "Borrower") and the Lenders, the Lenders have agreed to make certain loans, advances and financial accommodations to Borrower; and

WHEREAS, the Guarantor has executed and delivered a Subordinated Guarantee of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the "Guarantee") guaranteeing all of the obligations of Borrower 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") executed by the Guarantor in favor of the Lenders; and

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 grants and assigns to each of the Lenders a continuing security interest in all of 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 Lenders 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 Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders 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 Lenders 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 Lenders 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. In addition, Lenders' rights and remedies and Borrower's obligations and undertakings under this Agreement are, in each case, subordinated to the rights of the Senior Lenders as defined under and pursuant to the terms of, and to the extent set forth in, the Intercreditor Agreement.

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: Brent S. Jones
Title: Director

LENDERS:

MG STRATUM FUND II, LIMITED PARTNERSHIP

By: McKenna Gale Management II Ltd., its General
Partner

By: [Signature]
Title: Managing Director

CIBC CAPITAL PARTNERS

By: Canadian Imperial Bank of Commerce

By: [Signature]
Title: Managing Director

Christopher A. Hub
Executive Director

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	05/19/1998	2,158,092
United States	Matrix Packaging, Inc.	MATRIX PACKAGING INC.	11/16/1999	2,291,822