

10-18-2002



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TRADEMARKS ONLY

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Cygnus Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Illinois
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 9/30/02

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association, as Agent

Internal

Address: _____

Street Address: 135 S. LaSalle StreetCity: Chicago State: IL Zip: 60603

- ☐ 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
 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

1,595,912Additional number(s) attached ☐ Yes ☒ No

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

Name: Linda R. KastnerInternal Address: c/o Latham & WatkinsSuite 5800, Sears TowerStreet Address: 233 S. Wacker DriveCity: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: _____

17. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

10/17/02

Date

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

10/18/2002

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

TRADEMARK
REEL: 002600 FRAME: 0681

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2002, by CYGNUS CORPORATION, an Illinois corporation ("Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as Agent for Banks.

WITNESSETH:

WHEREAS, the Packaging Advantage Corp. ("Borrower") has entered into a Credit Agreement dated as of April 14, 2000 (as amended or otherwise modified from time to time, the "Credit Agreement") with the Banks and the Agent, pursuant to which such Banks have agreed to make Loans to, and issue or participate in Letters of Credit for the account of the Borrower;

WHEREAS, Agent and the Banks are willing to make the Loans and to issue or participate in Letters of Credit for the account of the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Banks, that certain Joinder to Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Banks, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by the Grantor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter adopted or acquired by the Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Banks, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Banks, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CYGNUS CORPORATION

By: William T. Considine
Name: William T. Considine
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE BANK NATIONAL ASSOCIATION
as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002600 FRAME: 0684


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CYGNUS CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

LASALLE BANK NATIONAL ASSOCIATION
as Agent

By: 
Name: CHARLES CORBISIERO
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 002600 FRAME: 0685

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark Reg. No. Date

U.S. Trademark Registration No. 1,595, 912 registered May 15, 1990 for CYGNUS®.

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

Name of Agreement, Parties, Date of Agreement

None