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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies): 11-22-02

JEFFERSON SMURFIT CORPORATION (U.S)

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

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

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, AS COLLATERAL AGENT

Internal Address:

Street Address: 270 PARK AVENUE

City: NEW YORK State: NY Zip: 10017

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State NY
☐ 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 SUPPLEMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Execution Date: 10/23/2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

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

Name: PENELOPE AGODOA

Internal Address:

Street Address: 1030 FIFTEENTH STREET, NW
SUITE 920

City: WASHINGTON State: DC Zip: 20005

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....$ 115-00

☐ 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.

SCOTT ROBINSON — Name of Person Signing

Signature

11/20/2002 — Date

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

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 40.00 OP
02 FC:8522 75.00 OP

SCHEDULE 1

Trademarks

MARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
Design Only	71/209,128	02/05/1925	200,269	06/30/1925
Mead POLAR-CORR and Design	72/264,562	02/13/1967	858,464	10/15/1968
META	75/362,298	09/17/1997	2,173,188	0/14/1998
POLAR-CORR	72/251,642	08/03/1966	843,059	01/20/1968

SUPPLEMENT dated as of October 23, 2002, to the Patent, Trademark and Copyright Security Agreement dated as of March 24, 1998 (the "*Trademark Security Agreement*"), made by Smurfit-Stone Container Corporation, a Delaware corporation formerly known as Jefferson Smurfit Corporation ("*SSCC*"), Jefferson Smurfit Corporation (U.S.), a Delaware corporation (the "*Borrower*"), each other subsidiary of SSCC party thereto (each such subsidiary, SSCC and the Borrower, individually a "*Grantor*" and, collectively, the "*Grantors*"), and JPMORGAN CHASE BANK ("*JPMCB*"), as collateral agent (in such capacity the "*Collateral Agent*") for the Secured Parties (as defined in the Trademark Security Agreement).

A. Reference is made to the Third Amended and Restated Credit Agreement dated as of September 26, 2002 (as the same may be amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, SSCC, JSCE, Inc., a Delaware corporation, the Lenders, the Fronting Banks, the Senior Managing Agents, and JPMCB, as Administrative Agent, Collateral Agent and Swingline Lender.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Trademark Security Agreement and/or the Credit Agreement.

C. Section 5 of the Trademark Security Agreement requires the Grantors to notify the Collateral Agent of all Collateral of any Grantor that has not been previously identified to the Collateral Agent. The Grantors have identified additional Collateral as set forth on the Schedules hereto. The undersigned Grantors are executing this Supplement in accordance with the requirements of the Trademark Security Agreement in order to facilitate a supplemental filing to be made by the Collateral Agent with the Patent and Trademark office.

Accordingly, the Collateral Agent and each of the Grantors agree as follows:

SECTION 1. Schedule I to the Trademark Security Agreement is hereby supplemented by the information set forth in Schedule 1 hereto. Schedule II to the Trademark Security Agreement is hereby supplemented by the information set forth in Schedule 2 hereto.

SECTION 2. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each of the Grantors and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 3. Each of the Grantors hereby represents and warrants that the information set forth on Schedules 1 and 2 attached hereto is true and correct.

SECTION 4. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Trademark Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. The Grantors agree to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Supplement to the Trademark Security Agreement as of the day and year first above written.

SMURFIT-STONE CONTAINER CORPORATION,

by

Name: JEFFREY S. BEYERSDORFER
Title: VICE PRESIDENT AND TREASURER

JEFFERSON SMURFIT CORPORATION (U.S.),

by

Name:
Title:

JEFFREY S. BEYERSDORFER
VICE PRESIDENT AND TREASURER

JSCE, INC.,

by

Name:
Title: JEFFREY S. BEYERSDORFER
VICE PRESIDENT AND TREASURER

SMURFIT NEWSPRINT CORPORATION,

by

Name:
Title: JEFFREY S. BEYERSDORFER
VICE PRESIDENT AND TREASURER

JSC CAPITAL CORPORATION,

by

Name:
Title: JEFFREY S. BEYERSDORFER
VICE PRESIDENT AND TREASURER

JSC BREWTON, INC.,

by

Name:
Title:

JEFFREY S. BEYERSDORFER
VICE PRESIDENT AND TREASURER

JPMORGAN CHASE BANK,
as Collateral Agent,

by Peter S. Predun

Name: Peter S. Predun
Title: Vice President

SCHEDULE 1

Trademarks

MARK	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
Design Only	71/209,128	02/05/1925	200,269	06/30/1925
Mead POLAR-CORR and Design	72/264,562	02/13/1967	858,464	10/15/1968
META	75/362,298	09/17/1997	2,173,188	0/14/1998
POLAR-CORR	72/251,642	08/03/1966	843,059	01/20/1968

SCHEDULE 2

Patents

TITLE	APPLICATION NUMBER	APPLICATION DATE	PATENT NUMBER	ISSUE DATE
Packaging Container for an Electric Motor	907,057	09/12/1986	4,706,809	11/17/1987
Bulk Bin	867,245	05/23/1986	4,702,408	10/27/1987
Storage Box	207,595	06/14/1988	D315,098	03/05/1991
Waste Basket	498,145	03/23/1990	D328,508	08/04/1992
Reinforced Container for Large Objects	684,707	04/12/1991	5,143,283	09/01/1992
Cushion Member for use in a Shiping Container	907,073	07/01/1992	5,197,606	03/30/1993
Self-Centering Laminated Process for Corrugated Containers and Blank Therefor	923,494	08/03/1992	5,211,618	05/18/1993
Method of Making Reinforced Corrugated Board	050,815	04/22/1993	5,362,346	11/08/1994
Method of Making Reinforced Corrugated Board and Product Therefrom	293,657	08/22/1994	5,496,617	03/05/1996
Container for a Hanger-Supported Garment	941,030	09/04/1992	5,348,148	09/20/1994
Repulpable, Reinforced Corrugated Containers	009,559	01/26/1993	5,285,957	02/15/1994
Cushion for Use in a Shipping Container	038,361	03/29/1993	5,385,238	01/31/1995
Recyclable Wax-Coated Containers	322,115	10/12/1994	5,539,035	07/23/1996
Tray-Style Carton Having Reinforced Side Walls	629,250	04/08/1996	5,697,548	12/16/1997

TITLE	APPLICATION NUMBER	APPLICATION DATE	PATENT NUMBER	ISSUE DATE
Carton with Integral Core	684,613	07/19/1996	5,713,469	02/03/1998
Carton or Carton Cover of Rigid Sheet Material with Handle	632,472	07/18/1996	5,704,540	01/06/1998
Octagonal Shipping Container	057,194	07/18/1996	D384,885	10/14/1997
Polygonal Section Package of Sheet Material, in Particular for Bottles and a Blank	155,219	11/22/1993	5,375,715	12/27/1994
Method and a Blank for Making a Box Around a Load, and a Box Obtained in this Way	010,174	01/28/1993	5,295,623	03/22/1994
A Blank for Making a Box Around a Load	172,267	12/23/1993	5,395,043	03/07/1995
Blank of Material in Sheet Form and Partition Made Therefrom	321,753	03/09/1989	4,945,007	07/31/1990
Article Cradle	030,628	02/25/1998	5,988,389	11/23/1999
Method and Machine for Forming Cases with Polygonal Section Made from a Sheet Material and Cases Thus Obtained	321,562	03/09/1989	4,932,930	06/12/1990
Machine for Producing Polygonal Cases	727,117	07/09/1991	5,147,271	09/15/1992
Machine for Making a Tapering Carton	808,773	12/17/1991	5,160,307	11/03/1992
Box Formed from a Sheet Material, Blank	014,453	02/05/1993	5,400,955	03/28/1995

TITLE	APPLICATION NUMBER	APPLICATION DATE	PATENT NUMBER	ISSUE DATE
Packaging of Polygonal Section Made of a Sheet-Type Material and Blank for Producing Such a Packaging	51,399	04/23/1993	5,381,948	01/17/1995

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT dated as of March 24, 1998, among JEFFERSON SMURFIT CORPORATION, a Delaware corporation ("JSC"), JEFFERSON SMURFIT CORPORATION (U.S.), a Delaware corporation (the "Borrower"), each other subsidiary of JSC listed on the signature pages hereof (each such subsidiary, JSC and the Borrower individually, a "Guarantor" and a "Grantor" and, collectively, the "Guarantors" and the "Grantors"), and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

Reference is made to the Credit Agreement dated as of March 24, 1998 (as amended, restated, supplemented, modified or waived from time to time, the "Credit Agreement"), among JSC, the Borrower, JSCE, Inc., a Delaware corporation, the financial institutions party thereto, as lenders (the "Lenders") and as managing agents, Bankers Trust Company, a New York banking corporation ("BTCo"), and Chase, as senior managing agents, BTCo and the other Lenders listed therein as fronting banks, as fronting banks (in such capacity, collectively, the "Fronting Bank") and Chase, as swingline lender (in such capacity, the "Swingline Lender"), administrative agent (in such capacity, the "Administrative Agent") and Collateral Agent.

The Lenders and the Swingline Lender have agreed to make Loans and Swingline Loans, respectively, to the Borrower, and the Fronting Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans, of the Swingline Lender to make Swingline Loans and of the Fronting Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of a patent, trademark and copyright security agreement in the form hereof to secure (a) the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans and the Swingline Loans, when and

as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents and (c) unless otherwise agreed upon in writing by the applicable Lender party thereto, the due and punctual payment and performance of all obligations of the Borrower, monetary or otherwise, under each Rate Protection Agreement and Currency Agreement entered into with a counterparty that was a Lender (or an affiliate thereof) at the time such Rate Protection Agreement or Currency Agreement, as the case may be, was entered into (all the obligations referred to in this clause (c) and in the preceding clauses (a) and (b) being referred to collectively as the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each other Secure Party (and each of their successors or assigns), hereby agree as follows:

SECTION 1. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 2. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Collateral" shall mean all the following, whether now owned or hereafter acquired by any Grantor: (a) Patents, (b) Trademarks, (c) Copyrights, (d) Licenses and (e) all products and Proceeds (including insurance proceeds) of, and additions, improvements and accessions to, and books and records describing or used in connection with, any and all the property described above.

"Copyrights" shall mean copyrights, whether statutory or common law, including the copyrights listed on Schedule III hereto, along with any and all (a) renewals and extensions thereof, (b) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past or future infringements thereof, (c) rights to sue for past, present and future infringements thereof and (d) rights corresponding thereto throughout the world.

"Licenses" shall mean any written agreement granting to any third party any right to use any Patent, Trademark and Copyright now or hereafter owned by any Grantor, or granting to any Grantor any right to use any Patent, Trademark and Copyright now or hereafter owned by any third party, except for any existing agreement that by its terms prohibits the assignment or grant of security interests therein, along with all extensions, renewals, supplements and continuations thereof.

"Patents" shall mean Patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule I hereto, along with any and all (a) inventions and improvements described and claimed therein, (b) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (c) income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) rights to sue for past, present and future infringements thereof and (e) rights corresponding thereto throughout the world.

"Proceeds" shall mean any consideration received from the sale, exchange or other disposition of any asset or property that otherwise constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, any claims of the Grantor against third parties for past, current or future infringement or dilution of any Patent, Trademark, Copyright or License or for injury to the goodwill associated with any Patent, Trademark or Copyright or any Patent, Trademark or Copyright licensed under any License and any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Fronting Bank, (c) the Administrative Agent, (d) the Collateral Agent, (e) the Swingline Lender and (f) the successors and assigns of each of the foregoing.

"Trademarks" shall mean all of the following now or hereafter owned: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, including each of the foregoing listed on Schedule II hereto; (b) all goodwill of the business symbolized by and/or associated therewith; and (c) all extensions and renewals thereof.

SECTION 3. Rule of Interpretation. The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

SECTION 4. Security Interest. As security for the payment or performance, as the case may be, of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and its assigns, for the ratable benefit of the Secured Parties, and [illegible] assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with the United States Patent and Trademark Office and the United States Copyright Office or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest without the signature of each Grantor, naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

Each Grantor agrees at all times to keep such accurate and complete accounting records with respect to the Collateral as are consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

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SECTION 5. Further Assurances. Each Grantor agrees, at its expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request for the better assuring and preserving of the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest created hereby and the filing of any financing statements or other documents (including filings with the United States Patent and Trademark Office and the United States Copyright Office) in connection herewith, and the execution and delivery of any document required to supplement this Agreement with respect to any Collateral acquired, registered or issued after the date hereof.

SECTION 6. Inspection and Verification. The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at any reasonable time or times, upon reasonable notice and at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss any Grantor's affairs with the officers of such Grantor and its independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, conditions and status of, or any other matter relating to, the Collateral, including, in the case of Collateral in the possession of any third party, by contacting such person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any other Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 10.15 of the Credit Agreement).

SECTION 7. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, liens, security interests or other encumbrances at any time levied or placed on the Collateral other than as the same may be permitted under the Loan Documents, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by this Agreement or the other Loan Documents, and such Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any reasonable expense incurred by it pursuant to the foregoing authorization; provided, however, that nothing in this Section 7 shall be interpreted as excusing any Grantor from

the performance of, or imposing any obligation on the Collateral Agent or any other Secured Party to cure or perform, any covenants or other promises of the Grantors with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 8. Representation and Warranties. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent and each other Secured Party that:

(a) Title and Authority. Each Grantor has rights in such Collateral and good title to the United States applications and registrations, as the case may be, of the Patents, Trademarks and Copyrights shown on Schedules I, II and III hereto, respectively, with respect to each of which it has purported to grant the Security Interest hereunder and has full corporate power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) Filings. Fully executed Uniform Commercial Code financing statements or other instruments containing a description of the Collateral have been delivered to the Collateral Agent for filing in every governmental, municipal or other office in every jurisdiction in which any portion of the Collateral is located necessary to establish a valid and perfected security interest in favor of the Collateral Agent in respect of the Collateral in which a security interest may be perfected by filing in the United States and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements and except to record notice of the Security Interest with the United States Patent and Trademark Office and the United States Copyright Office with respect to applications for registration and registrations of such Patents, Trademarks and Copyrights, respectively, that are filed or acquired after the date hereof.

(c) Validity of Security Interest. The Security Interest constitutes a valid and, upon the filing of

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the Uniform Commercial Code financing statements or other instruments referred to in paragraph (b) above and upon filing financing statements and filings with the United States Patent and Trademark Office within three months of the date hereof and appropriate state offices with respect to state registered trademarks and the United States Copyright Office within one month of the date hereof, perfected first priority security interest in all such Collateral in which a security interest may be perfected by filing in the United States and its territories and possessions; provided that recordation of the Security Interest in the United States Patent and Trademark Office and the United States Copyright Office may be required with respect to Patents, Trademarks and Copyrights, respectively, filed or acquired after the date hereof.

(d) Information Regarding Names and Locations. Each Grantor has disclosed in writing to the Collateral Agent on Schedule IV hereto the material trade names used to identify it in its business or in the ownership of its properties.

(e) Absence of Other Liens. Such Collateral is owned by the Grantors free and clear of any Lien of any nature whatsoever (except for Liens expressly permitted by Section 7.02 of the Credit Agreement or hereby and any liens or licenses listed on Schedules V, VI or VII hereto). None of the Grantors has filed a financing statement under the Uniform Commercial Code covering any such Collateral used in the United States, nor has any Grantor filed any assignment in which be assigns such Collateral, any security agreement or any similar instrument covering such Collateral with the United States Patent and Trademark Office or the United States Copyright Office, other than under the Security Agreement or as contemplated hereby, which financing statement, assignment, security agreement or similar instrument is still in effect.

(f) Licenses. On the date hereof, there is no default by any Licensee under the Licenses listed on Schedules V, VI or VII hereto.

SECTION 9. Covenants. (a) Each Grantor (either itself or through licensees) will, as applicable, for each Patent, Trademark or Copyright material to the conduct of such Grantor's business, (i) to the extent consistent with past practice, continue to use such Trademark currently in use on each and every trademark class of goods applicable to its current line of products and/or services as currently

reflected in order to maintain such Trademark in full force free from any claim of abandonment for nonuse; provided that such Grantor may modify or abandon its logos, change advertising campaign slogans and discontinue or abandon the use of any Trademark, in each case consistent with its ordinary business practice, (ii) maintain as in the past (or as future business requirements may dictate) the quality of products and services offered under such Trademark, (iii) with respect to Trademarks used in the United States or as otherwise required by law, employ such Trademark with the notice of Federal registration as the case may be, except where the failure to do so would not materially impair such Grantor's rights to or in such Trademark, (iv) not knowingly use such Patent, Trademark or Copyright in violation of any third party rights (which shall not be construed to include any of the Licenses listed on Schedule V, VI and VII hereto and (v) not (and not knowingly permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby such Patent, Trademark or Copyright may become or be deemed to have been lost, abandoned, invalidated or dedicated to the public except as provided in the proviso to clause (i) above.

(b) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become lost, abandoned, invalidated or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or United States Copyright Office or any court) regarding the Grantor's ownership of any such Patent, Trademark or Copyright material to the conduct of its business, its right to register the same, or to keep and maintain the same.

(c) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright material to the conduct of its business with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent and, upon request of the Collateral Agent, executes and delivers to the Collateral Agent any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence and perfect the Collateral Agent's security interest in such Patent, Trademark or Copyright and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(d) Each Grantor will take all necessary steps (except as provided in Section 9(a)(i)) that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patent, Trademark and Copyright material to the conduct of its business (and to obtain the relevant grant or registration) and to maintain each material registration of the Patents, Trademarks and Copyrights that is material to the conduct of such Grantor's business, including filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees and, if consistent with good business judgment of such Grantor, to initiate opposition, interference and cancelation proceedings against third parties.

(e) In the event that any Collateral material to the conduct of such Grantor's business is believed by such Grantor to have been infringed, misappropriated or diluted by a third party in a manner that materially impairs such Grantor's rights in and to such Collateral, such Grantor shall notify the Collateral Agent within 15 days after it learns thereof and shall, if consistent with good business judgment or, if reasonably requested by the Collateral Agent, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as are appropriate under the circumstances to protect such Collateral.

(f) The Grantors shall provide to the Collateral Agent the information necessary to complete Schedules V, VI and VII hereto within two weeks of the date hereof.

SECTION 10. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral that is material to the conduct of its business against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof, against any adverse Lien not permitted under the Credit Agreement.

SECTION 11. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement, interest or obligation relating to the Collateral, all in accordance with the terms and conditions thereof, and shall indemnify and hold harmless the Collateral Agent and the other Secured

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Parties and each of them severally, from any and all such liabilities.

SECTION 12. Grant of License. For the purpose of enabling the Collateral Agent to exercise rights and remedies under Sections 13 and 14 at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any Collateral now owned or hereafter acquired by such Grantor to the extent of the interest of such Grantor therein at such time, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items my be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default. The Collateral Agent agrees to apply the net proceeds received from any license towards payment of the Obligations as set forth in Section 14. In operating under the license granted by each Grantor pursuant to this Section 12, the Collateral Agent agrees that the goods sold and services rendered under the Collateral shall be of a nature and quality substantially consistent with those [illegible] and such Grantor shall have the right to inspect during the term of such license, at any reasonable time or times upon reasonable notice to the Collateral Agent and at such Grantor's own cost and expense, representative samples of goods sold and services rendered under such Collateral.

SECTION 13. Power of Attorney. The Collateral Agent is hereby appointed by the Grantors, as the true and lawful agent and attorney in fact of each Grantor, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the other Secured Parties, upon the occurrence and during the continuance of an Event of Default, (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or

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any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (e) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to or pertaining to all or any of the Collateral; and (f) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any other Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any other Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct. It is understood and agreed that the appointment of the Collateral [illegible] forth above in this Section 13 is coupled with an interest and is irrevocable until termination of this Agreement pursuant to Section 28(a). The provisions of this Section 13 shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any other Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any other Secured Party of any other or further right that it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise. Any sale pursuant to the provisions of this Section 13 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions.

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SECTION 14. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any or all of the following actions at the same or different times: with or without legal process and with or without previous notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and such Grantor hereby waives (to the fullest extent permitted by applicable law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' prior written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have

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been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public sale made pursuant to this Section 14, any Secured Party may bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the fullest extent permitted by applicable law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party in respect of the Obligations from any Grantor as a credit against the purchase price, and it may upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to such Grantor therefor. For purposes hereof, (a) a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof, (b) the Collateral Agent shall be free to carry out such sale pursuant to such agreement and (c) no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 14 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions.

SECTION 15. Application of Proceeds of Sale. The proceeds of any sale of Collateral pursuant to Section 14, as well as any Collateral consisting of cash, shall be applied by the Collateral Agent as follows:

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FIRST, to the payment of all costs and expenses incurred by or for the Collateral Agent in connection with such sale or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the reasonable fees, other charges and disbursements of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any of the Grantors and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or thereunder;

SECOND, to the payment in full of the Obligations owed to the Lenders, the Swingline Lender and the Fronting Bank in respect of the Loans and the Swingline Loans made by them and outstanding and the amounts owing in respect of any LC Disbursement or under any Rate Protection Agreement or Currency Agreement, pro rata as among the Lenders, the Swingline Lender and the Fronting Bank in accordance with the amount of such Obligations owed to them;

THIRD, to the payment and discharge in full of the Obligations (other than those referred to above) pro rata as among the Secured Parties in accordance with the amount of such Obligations owed to them; and

FOURTH, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to set to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 16. Locations of Collateral; Place of Business. (a) Each Grantor agrees, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form reasonably satisfactory to the

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Collateral Agent, showing the identity, amount and location of any and all Collateral.

(b) Each Grantor agrees not to change, or permit to be changed, the location of its chief executive office or the name or names used to identify it in its business or in the ownership of its properties unless all filings under the Uniform Commercial Code or otherwise that are required by the Credit Agreement to be made have been made and the Collateral Agent has a valid, legal and perfected security interest in the Collateral subject to no Liens, other than Liens permitted by Section 7.02 of the Credit Agreement and any Liens or licenses listed on Schedules V, VI and VII hereto.

SECTION 17. Notices. All communications and notices hereunder shall in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to any Grantor shall be given to it at the address set forth on Schedule VIII hereto.

SECTION 18. Security Interest Absolute. All rights of the Collateral Agent hereunder, the security interests granted hereunder and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or nonperfection of any Lien on other Collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement (other than the indefeasible payment in full of all the Obligations).

SECTION 19. Survival of Agreement. All covenants, agreements, representations and warranties made by the Grantors herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Collateral Agent and the other Secured Parties and shall survive the making by the Lenders of the Loans, the making by the

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Swingline Lender of the Swingline Loans and the issuance of the Letter of Credit by the Fronting Bank, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or Swingline Loan or any other fee or amount payable under any of this Agreement or any other Loan Document is outstanding and unpaid or the LC Exposure does not equal zero and as long as the Commitments and the LC Commitment have not been terminated.

SECTION 20. Binding Agreement; Assignments. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantors, the Collateral Agent and the other Secured Parties, and their respective successors and assigns, except that no Grantor shall have the right to assign its rights hereunder or any interest herein or in the Collateral (and any such attempted assignment shall be void), except as expressly contemplated by this Agreement or the other Loan Documents.

SECTION 21. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 22. Reimbursement of Collateral Agent. (a) The Grantors jointly and severally agree to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts or agents, that the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe all of the provisions hereof. If the Grantors shall fail to do any act or thing that they have covenanted to do hereunder or any representation or warranty of the Grantors hereunder shall be breached, the

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Collateral Agent may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the Obligations the cost or expense incurred by the Collateral Agent in so doing.

(b) Without limitation of their indemnification obligations under the other Documents, the Grantors jointly and severally agree to indemnify the Collateral Agent and the Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees and expenses, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses have resulted from the gross negligence or wilful misconduct of such Indemnitee.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 22 shall remain operative and in full force and effect regardless of the termination of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 22 shall be payable on written demand therefor and shall bear interest at the Default Rate after demand therefor.

SECTION 23. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT FEDERAL LAW OR LAWS OF ANOTHER STATE MAY APPLY TO THE COLLATERAL.

SECTION 24. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the other Secured Parties under the other Loan Documents are cumulative and are not exclusive of any

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rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantor in any case shall entitle such Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into between the Grantors and the Collateral Agent, with the prior written consent of the Required Lenders (except as otherwise provided in the Credit Agreement).

SECTION 25. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 25.

SECTION 26. Severability. In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 27. Jurisdiction: Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New

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York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 17. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 28. Termination; Release. (a) This Agreement and the security interests granted hereby shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders and the Swingline Lenders have no further commitment to lend under the Credit Agreement, the LC Exposure has been reduced to zero and the Fronting Banks have no further obligation to issue Letters of Credit under the Credit Agreement.

(b) Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the Security Interest in any Collateral pursuant to Section 10.08(b) of the Credit Agreement, the Security Interest in such Collateral shall be automatically released.

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(c) In connection with any termination or release pursuant to paragraphs (a) and (b), the Collateral Agent shall execute and deliver to such Grantor, at such Grantor's expense, all Uniform Commercial Code termination statements, documents in order to terminate any United States Patent and Trademark Office filings and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of termination statements or documents pursuant to this Section 28 shall be without recourse to or warranty by the Collateral Agent.

SECTION 29. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 30. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective as provided in Section 20.

SECTION 31. Additional Grantors. Subject to Section 6.10 of the Credit Agreement each Material Subsidiary of JSC or the Borrower that was not in existence or not such a Material Subsidiary on the date of the Credit Agreement is required to enter into this Agreement as a Grantor upon becoming a Material Subsidiary. Upon execution and delivery after the date hereof, by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 1, such subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The

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rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent, Trademark and Copyright Security Agreement as of the day and year first above written.

JEFFERSON SMURFIT CORPORATION,

by _____
Name: Richard P Marra
Title: Asst. Treasurer

JEFFERSON SMURFIT CORPORATION (U.S.),

by _____
Name: Richard P. Marra
Title:

JSCE, INC.,

by _____
Name: Richard P. Marra
Title:

SMURFIT NEWSPRINT CORPORATION,

by _____
Name: Richard P. Marra
Title:

THE CHASE MANHATTAN BANK, as
Collateral Agent,

by Carol A. Ulmer

Name:
Title: CAROL A. ULMER
VICE PRESIDENT

Sworn to before me this
24th day of March 1998

Elizabeth Iacoviello
Notary Public

ELIZABETH IACOVIELLO
Notary Public, State of New York
No. 31-4638331
Qualified in New York County
Commission Expires June 30, 1999

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