

03-12-2003

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

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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): Crown Cork & Seal Technologies Corporation. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (checked), and Other.

2. Name and address of receiving party(ies): Name: Citicorp North America, Inc., Internal Address: as Collateral Agent, Street Address: 390 Greenwich Street, City: New York, State: NY, Zip: 10013. Includes checkboxes for citizenship and partnership types, and a checked box for 'Other Collateral Agent'.

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement (checked), Change of Name, and Other. Execution Date: 02/26/2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) SEE ATTACHED SCHEDULE II

B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE II

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Maureen P. Murphy, Internal Address: Cahill Gordon & Reindel, Street Address: 80 Pine Street, City: New York, State: NY, Zip: 10005.

6. Total number of applications and registrations involved: 67. 7. Total fee (37 CFR 3.41): \$1690.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account.

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Maureen P. Murphy, Name of Person Signing

Signature: Maureen P. Murphy

Date: 03/03/2003

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

03/13/2003 STUN11 0000042 74499527

01 FC:8521 40.00 OP 02 FC:8522 1650.00 OP

TRADEMARK REEL: 002682 FRAME: 0189

## Schedule II

### TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owned by Crown Cork & Seal Technologies Corporation:

Country	Mark	App. No.	App. Date.	Reg. No.	Reg. Date
US	BEVGUARD	74/499527	3/14/1994	1974100	5/14/1996
US	BEVGUARD	76/310495	9/6/2001		
US	BEVGUARDPLUS	76/310497	9/6/2001		
US	BICAN	73/653606	4/6/1987	1591870	4/17/1990
US	CARNAUDMETALBOX	74/356081	2/5/1993	1947833	1/16/1996
US	CARNAUDMETALBOX LOGO	74/332908	11/19/1992	1944840	1/2/1996
US	COLORPOUR	76/438686	8/8/2002		
US	COLORSEAL	75/561108	9/29/1998	2419755	1/9/2001
US	COLORTOUCH	75/429901	6/2/1998	2217415	1/12/1999
US	CONO	72/294376	3/28/1968	858738	10/22/1968
US	DIOTITE	72/105995	10/7/60	793865	8/10/1965
US	DOUBLESAFE	73/228003	8/17/79	1200820	7/13/1982
US	EOLE	76/465127	11/7/2002		
US	FERROLITE	74/320437	10/7/1992	1956962	2/20/1996
US	FRESHFILL	73/503525	10/12/1984	1350325	7/23/1985
US	GUZZLER	75/937796	3/7/2000		
US	IDEAL CLOSURE	76/193942	1/12/2001		
US	MONOGUARD	75/668,646	3/25/1999		
US	OBRIST	73/132,435	6/30/1977	1113997	2/27/79
US	OBRIST-CAP	73/083115	4/8/1976	1056611	1/18/1977
US	ORBIT	74/714674	8/14/1995	2194506	10/13/1998
US	ORBIT DEVICE	74/714289	8/14/1995	2194507	10/13/1998
US	OXYCAP	74/467577	12/9/1993	2034078	1/28/1997
US	POLYCROWN	76/262208	5/24/2001		
US	POLYGUARD	430966	8/30/1993	2130819	1/20/1998
US	POLYGUARD	430966/74	8/30/1993	2130819	1/20/1998
US	PROMOGUARD	76/338058	11/14/2001		
US	RISDON	119568	3/12/1977	1220548	12/21/1982
US	RISDON/AMS AND DESIGN	75/498100	6/8/1998	2409795	12/5/2000
US	RISDON/AMS AND DESIGN	75/507719	6/22/1998	2409498	12/5/2000
US	RISDON/AMS AND DESIGN	75/500684	6/10/1998	2409498	12/5/2000
US	RISDON/AMS AND DESIGN	75/506999	6/22/1998	2285025	10/12/1999
US	RISDON/AMS AND DESIGN	75/507680	6/22/1998	2407642	11/28/2000
US	RISDON/AMS AND DESIGN	75/507679	6/22/1998	2409806	12/5/2000
US	SAFERIM	73/136106	8/1/1977	1100781	8/29/1978
US	SINUSOIDAL BRUSH	75/414125	1/6/1998	2347564	5/2/2000
US	STARCAP	75/737974	6/24/1999	2438080	3/27/2001
US	STARCAPPER	75/861137	11/30/1999	2561030	4/16/2002
US	SUPEREND	75/911389	2/7/2000	2666876	12/4/2002
US	TRIMLINE	75/478143	4/30/1998	2563989	4/23/2002
US	ULTRA-SEAL	75/390384	11/14/1997	2396192	10/17/2000
US	VAN DORN	72/117153	4/4/1961	730370	4/24/1962
US	VERI-GREEN	74/710280	8/2/1995	2096396	9/16/1997
US	YOUR PARTNER IN PACKAGING	73/241875	12/7/1979	1197455	6/8/1982
US	ZELSNAP	73/500944	9/24/1984	1449718	7/28/1987

Country	Mark	App. No.	App. Date.	Reg. No.	Reg. Date
US	ZELSTYLE	74/332924	11/19/1992	1780318	7/6/1993
US	ZELVALVE	74/457330	11/8/1993	1966104	4/9/1996
US	DESIGN	74/586754	10/18/1994	2029495	1/14/1997
US	DESIGN	74/586753	10/18/1994	2036366	2/11/1997
US	WORLD-CLASS MANUFACTURING BY CARNAUDMETALBOX	74/586752	10/18/1994	2038086	2/18/1997
US	ZS DESIGN	73/501202	9/26/1984	1351704	7/30/1985
US	ZP DESIGN	73/371627	6/25/1982	1265668	1/31/1984
US	CROWN PARTS ...	73/514470	12/20/1984	1380097	1/28/86
US	CC	72/347,217	12/29/1969	934,623	5/23/1972
US	SURE-TWIST	72/312,228	11/14/1968	875315	8/19/1969
US	CROWN DESIGN	72/176166	9/3/1963	771113	6/9/1964
US	CROWN DESIGN	72/169228	5/20/1963	774318	8/4/1964
US	CROWN DESIGN	72/169227	5/20/1963	776307	9/1/1964
US	CROWN	71/383721	9/28/1936	343530	2/23/1937
US	CCS	71/199776	7/9/1924	191514	11/11/1924

### Trademark Licenses

None.

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**"), dated as of February 26, 2003 among Crown Holdings, Inc., a Pennsylvania corporation ("**Crown Holdings**"), Crown Cork & Seal Company, Inc., a Pennsylvania corporation ("**CCSC**"), Crown Cork & Seal Americas, Inc., a Pennsylvania corporation ("**Crown Usco**"), Crown International Holdings, Inc., a Delaware corporation ("**Crown International**"), each other Domestic Subsidiary of Crown Holdings listed on Schedule I hereto (collectively, together with each Domestic Subsidiary that becomes a party hereto pursuant to Section 7.15 of this Agreement, the "**Subsidiary Guarantors**" and, together with Crown Holdings, CCSC, Crown Usco and Crown International, the "**Grantors**"), and Citicorp North America, Inc. ("**Citi/SSB**"), as U.S collateral agent (in such capacity, and together with any successors in such capacity, the "**Collateral Agent**") for the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement of even date herewith in favor of the Collateral Agent (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademarks.** The Grantors, as collateral security for the payment and performance in full of all the Obligations, hereby collaterally pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantors (the "**Trademarks**"):

- (a) all Trademarks listed on Schedule II hereto;
- (b) all registered Trademark Licenses listed on Schedule II hereto;
- (c) all General Intangibles relating to Trademarks and Trademark Licenses; and
- (d) all Proceeds of any and all of the foregoing.

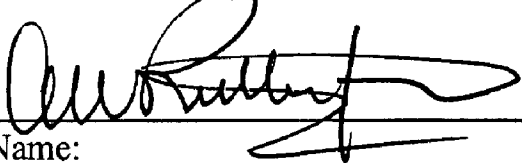
**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


**SECTION 4. Termination.** Upon the termination of this agreement in accordance with, and pursuant to, the U.S. Intercreditor Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

**[signature page follows]**

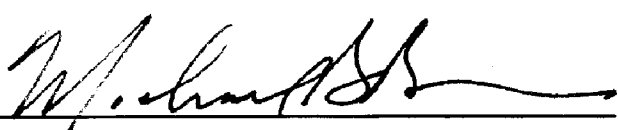
CROWN HOLDINGS, INC.

By:   
Name:  
Title:

CROWN INTERNATIONAL HOLDINGS, INC.

By:   
Name:  
Title:

CROWN CORK & SEAL AMERICAS, INC.

By:   
Name:  
Title:

CROWN CORK & SEAL COMPANY, INC.

By:   
Name:  
Title:

SUBSIDIARIES

CROWN CONSULTANTS, INC.  
CROWN CORK & SEAL TECHNOLOGIES  
CORPORATION  
CROWN BEVERAGE PACKAGING, INC.  
CROWN CORK DE PUERTO RICO, INC.  
FOREIGN MANUFACTURERS FINANCE  
CORPORATION  
NATIONWIDE RECYCLERS' INC.  
RISDON-AMS (USA), INC.  
CENTRAL STATES CAN CO. OF PUERTO  
RICO, INC.  
EYELET, INC.  
EYELET SPECIALTY CO., INC.  
CROWN FINANCIAL MANAGEMENT, INC.  
HOCKING VALLEY LEASING COMPANY  
ZELLER PLASTIK, INC.  
CROWN OVERSEAS INVESTMENTS  
CORPORATION

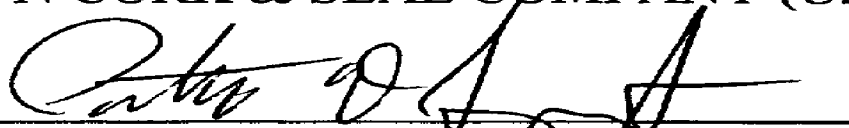
By

  
\_\_\_\_\_

Name:  
Title:

CROWN CORK & SEAL COMPANY (USA),  
INC.


By

  
\_\_\_\_\_

Name:  
Title:


CROWN CORK & SEAL COMPANY (PA), INC.

By

  
\_\_\_\_\_

Name:  
Title:

CROWN FINANCIAL CORPORATION

By   
Name:  
Title:


CROWN NEW DELAWARE HOLDINGS, INC.

By   
Name:  
Title:

CROWN HOLDINGS (PA), LLC  
(formerly Crown Holdings, LLC)

By   
Name:  
Title:

CROWN CORK & SEAL COMPANY (DE), LLC  
(FORMERLY CROWN CORK & SEAL COMPANY,  
LLC)

By   
Name:  
Title:



CITICORP NORTH AMERICA, INC.,  
as Collateral Agent

By: Myles Kassin  
Name: Myles Kassin  
Title: Vice President

*Security Agreement*

TRADEMARK  
REEL: 002682 FRAME: 0197

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Domestic Subsidiaries:

Crown Financial Management, Inc.

Nationwide Recyclers' Inc.

Crown Financial Corporation

Crown Cork & Seal Technologies Corporation

Foreign Manufacturers Finance Corporation

Crown Cork & Seal Company (PA), Inc.

Crown Cork & Seal Company (USA), Inc.

Crown Overseas Investments Corporation

Crown Consultants, Inc.

Hocking Valley Leasing Company

Risdon-AMS (USA), Inc.

Eyelet, Inc.

Eyelet Specialty Co., Inc.

Zeller Plastik, Inc.

Crown Beverage Packaging, Inc.

Central States Can Co. of Puerto Rico, Inc.

Crown Cork de Puerto Rico, Inc.

Crown Cork & Seal Company (DE), LLC

Crown Holdings (PA), LLC

Crown New Delaware Holdings, Inc.