



08-18-2003



102527039

Form PTO-150 (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):  
 The CIT Group/Business Credit, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State New York  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Acme Packaging Corporation  
 Internal  
 Address: \_\_\_\_\_  
8201 West 183rd Street  
 Street Address: Suite I  
 City: Tinley Park State: IL Zip: 60477

Individual(s) citizenship  
 Association f-13-03  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 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 Release of Security Interest  
 Execution Date: August 12, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 1,947,844;  
1,823,576; 0,576,250  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Jennifer R. Quinn  
 Internal Address: Ungaretti & Harris  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 70 West Madison Street  
35th Floor  
 \_\_\_\_\_  
 City: Chicago State: IL Zip: 60602-4283

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 \_\_\_\_\_

08/15/2003 BYRNE 00000210 1947844

DO NOT USE THIS SPACE

01 FC:8321  
02 FC:8322

Signature. 40.00 OP  
100.00 OP

Robert W. Dyke  
Name of Person Signing

RWDyke  
Signature

August 12, 2003  
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

TRADEMARK  
REEL: 002803 FRAME: 0338

**RECORDATION FORM COVER SHEET  
(TRADEMARKS ONLY)**

**Continuation**

Item 4.B.

1,998,263

1,774,575

847-657-4329

August 12, 2003

**THE CIT GROUP/BUSINESS CREDIT, INC.**  
1211 Avenue of the Americas  
New York, NY 10036

**PAY-OUT LETTER**

Gentlemen:

Reference is made to certain loan documentation between us pursuant to which you have made secured loans, advances and/or extensions of credit to us (the "Existing Financing Agreement").

We have advised you that substantially all of our assets have been purchased by Illinois Tool Works Inc. pursuant to an Asset Purchase Agreement (herein "Acquisition"). In connection with the Acquisition, you will be paid in cash the full amount of the outstanding balance of loans and advances and all other amounts owing by us to you under the Existing Financing Agreement (the "Outstanding Loan Balance").

Therefore, pursuant to mutual understanding, it is hereby agreed that upon your receipt of \$17,269,786.58 representing the sum of said Outstanding Loan Balance, the Reserve of \$300,000.00 to be retained for 90 days from the closing date and the Letter of Credit Reserve of \$1,485,000.00 in immediately available funds, which amounts to \$19,054,786.58 in the aggregate, no later than 2:00 P.M. EST on August 12, 2003 by wire transfer as follows:

Name of Bank: JPMorgan Chase Bank  
ABA No.: 021000021  
Account Name: The CIT Group/Business Credit, Inc.  
Account Number: 144-064425  
Reference: Acme Packaging

1. You hereby confirm that you shall release any and all liens upon and security interests in any collateral under the Existing Financing Agreement, including but not limited to mortgage releases for the real property collateral which shall be prepared by you in a mutually acceptable format, and further confirm that upon such receipt by

you, you shall claim no lien upon or security interests in any of our assets or property, and

- 2. You authorize us to file any and all appropriate UCC Terminations and/or other releases as provided by the law to evidence your release of said liens and security interests, and
- 3. You hereby confirm and agree that, from time to time hereafter, upon our reasonable request you will execute and deliver such additional similar lien releases as may be necessary to effectively terminate any and all of your liens and/or security interests on our assets and properties on any public record.

If the foregoing is in accordance with your understanding of our agreement kindly so indicate by signing and returning the enclosed copy of this letter.

Very truly yours,

ACME PACKAGING CORPORATION

By: *[Signature]*  
 Title: *PRESIDENT*

Read and Agreed to:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: *[Signature]*  
 Title: *Vice President*