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

102708489

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

1. Name of conveying party(ies):

Ranpak Corp.

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State

☐

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: 05/26/2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal

Address: 6th Floor

Street Address: 201 Merritt 7

City: Norwalk

State: CT Zip: 06856-5201

☐

Individual(s) citizenship

☐

Association

☐

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

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

A. Trademark Application No.(s) See Schedule I
attached hereto.B. Trademark Registration No.(s) See Schedule I
attached heretoAdditional number(s) attached ☒ Yes ☐ No

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

Name: Michelle K. Manzo

Internal Address: c/o Latham & Watkins LLP

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michelle K. Manzo

Name of Person Signing

LMUELLER 00000005 2523104

Signature

June 4, 2004

Date

Total number of pages including cover sheet, attachments, and document: 5

06/09/2004

01 FC:8521
02 FC:8522
03 FC:852340.00 OP
125.00 OP
120.00 OPMail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002867 FRAME: 0904

SCHEDULE 1

To

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PAL	2,523,104	12/25/2001
SMOOTHPAK	2,748,738	08/05/2003

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
SPECIAL HANDLING (Logo & Design, I.T.U.)	75/980,428	04/03/1998
UNIVERSAL LOGO	75/841,801	11/05/1999
E-PAK	78/025,028	09/08/2000
FILLPAK	78/122,210	04/17/2002

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SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2004, made by RANPAK CORP., an Ohio corporation ("Grantor") to the TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by Grantor in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent"). All capitalized terms not defined herein shall have the collective meanings ascribed to them in the Credit Agreement described below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 28, 2001 by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Grantor and Agent are parties to that certain Security Agreement dated as of December 28, 2001 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor has acquired the Trademarks set forth on Schedule 1 and desires, pursuant to Section 5(c)(ii) of the Security Agreement, to grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in such Trademarks.

NOW, THEREFORE, IT IS AGREED:

1. Addition to Schedule of Trademark Security Agreement. The information set forth on Schedule 1 is hereby added to Schedule I of the Trademark Security Agreement. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses referred to on Schedule 1 hereto, all reissues, continuations or extensions thereof and all products and proceeds thereof, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any such Trademark or any such Trademark licensed under any such Trademark License.

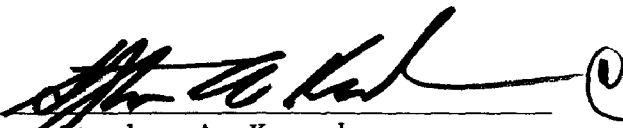
2. Counterparts. This supplement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same document.

3. Governing Law. This supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

{Signature Page Follows}

IN WITNESS WHEREOF, Grantor has caused this Supplement No. 1 to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RANPAK CORP., as Grantor


By: 
Name: Stephen A. Kovach
Title: Senior Vice President &
Chief Financial Officer

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[Signature page to Supplement No. 1 to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 

Name: Joanna Young

Title: Duly Authorized Signatory

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[Signature page to Supplement No. 1 to Trademark Security Agreement]