Corrective

06-29-2004

Form PTO-1594 MRD 6-25-2004
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨⇨⇨ ▼ ▼

102734876

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

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

1. Name of conveying party(ies):

Kranson Industries, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation

Internal Address:

Street Address: 311 S. Wacker Drive

City: Chicago State: IL Zip: 60606

- ☐ 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

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☒ Other Record to correct assignees name ~~on Security Agreement~~ recorded

~~Execution Date:~~ at Reel 1987 Frame 0643

~~EXECUTION DATE: Oct. 29, 1999~~

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

A. Trademark Application No.(s)

See Attached Schedule 1

B. Trademark Registration No.(s)

See Attached Schedule 1

Additional number(s) attached ☒ Yes ☐ No

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

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive

Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: ..... 9

7. Total fee (37 CFR 3.41).....$ 240.00

- ☒ 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.*

Elizabeth J. Burns — Name of Person Signing

Elizabeth Burns — Signature

6/23/04 — Date

Total number of pages including cover sheet, attachments, and document: ☒ #11

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

06/28/2004 ECOOPER 00000040 2216371

01 FC:8521 40.00 OP
02 FC:8522 200.00 OP
03 FC:8523 120.00 OP

# SCHEDULE 1

## TRADEMARKS

### U.S. Trademark Registrations

| Owner | Mark | Reg. No. | Reg. Date |
|---|---|---|---|
| Kranson | TRICOR PACKAGING | 2,216,371 | 01/15/99 |
| Kranson | VELVASOFT | 2,088,081 | 08/12/97 |
| Kranson | CALIBER[1] | 2,057,779 | 04/29/97 |
| Kranson | KRANSON INDUSTRIES | 1,887,607 | 04/04/95 |
| Kranson | SERVING A SELECT FEW VERY WELL | 1,884,116 | 03/14/95 |
| Kranson | PLASTIC-SPRAY | 1,868,898 | 04/20/94 |
| Kranson | EXPANDO SEAL | 1,223,488 | 01/11/83 |

### U.S. Trademark Applications

| Owner | Mark | Serial No. | Filing Date |
|---|---|---|---|
| Kranson | TRICOR BRAUN | 75/583,086 | 11/04/98 |
| Kranson | THE PACKAGING INDUSTRY'S ONLY SUPER DISTRIBUTOR | 75/592,198 | 11/19/98 |

### Internet Domain Names

kranson.com
kransonind.com

**CORRECTIVE FILING OF**
**TRADEMARK SECURITY AGREEMENT**

Kranson Industries, Inc.("Borrower"), a Delaware corporation, did execute and deliver to Antares Capital Corporation, as Agent ("Antares"), a certain Trademark Security Agreement dated October 29, 1999 (the "Security Agreement") attached hereto as Exhibit 1.

The Security Agreement was recorded with the United States Patent and Trademark Office (the "PTO") on November 4, 1999 at Reel 1987, Frame 0643 reflecting Latham & Watkins as Secured Party instead of Antares Capital Corporation as Secured Party.

The Security Agreement is being re-recorded to properly reflected Antares' security interest in Borrower's right, title and interest in and to certain trademarks, trademark registrations, tradenames, and trademark applications, appearing on Schedule A to the Security Agreement, and as described in the Security Agreement. Latham & Watkins claims no interest in any of the Borrower's trademarks, trademark registrations, tradenames, and trademark applications.

LATHAM & WATKINS

by: _____
James Doran, Esq.

CH\694807.1

11-08-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRD 11-4-99

101194593

# RECORDATION FORM COVER SHEET
## TRADEMARKS ONLY

2216371

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- [ ] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

**Conveyance Type**

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignmen
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 10/29/99

**Conveying Party** [ ] Mark if additional names of conveying parties attached

Name: KRANSON INDUSTRIES, INC.

Execution Date Month Day Year: 10/29/99

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization

**Receiving Party** [ ] Mark if additional names of receiving parties attached

Name: LATHAM & WATKINS, AS AGENT

DBA/AKA/TA:

Composed of:

Address (line 1): 233 S. Wacker Drive, Suite 5800

Address (line 2):

Address (line 3): Chicago (City) IL (State/Country) 60606 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: Delaware

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

11/05/1999 DNGUYEN 00000171 2216371

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document a gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

## Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

## Correspondent Name and Address

Area Code and Telephone Number 312/876-7629

Name Elizabeth J. Burns

Address (line 1) Sears Tower, Suite 5800

Address (line 2) 233 S. Wacker Drive

Address (line 3) Chicago, IL 60606

Address (line 4)

## Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 6

## Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

Trademark Application Number(s) See Attached Schedule Registration Number(s)

## Number of Properties

Enter the total number of properties involved. # 9

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 265.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

## 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. Charges to deposit account are authorized, as indicated herein.*

| Elizabeth J. Burns | Elizabeth J. Burns | 11/3/99 |
|---|---|---|
| Name of Person Signing | Signature | Date Signed |

# TRADEMARK SECURITY AGREEMENT

WHEREAS, KRANSON INDUSTRIES, INC., a Missouri corporation ("Grantor"), owns the registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of October 29, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with ANTARES CAPITAL CORPORATION as agent ("Agent") and as a Lender, and the other Lenders party thereto (collectively, the "Lenders") providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 29, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "Trademarks" (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;

but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders 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.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 29th day of October, 1999.

KRANSON INDUSTRIES, INC., a Missouri corporation

By: _____
Name: DAVID O. HAWKINS
Title: VICE PRESIDENT

Acknowledged:

**ANTARES CAPITAL CORPORATION,**
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____



CH_DOCS\197859 [W97]

## ACKNOWLEDGMENT

STATE OF Illinois )
) SS.
COUNTY OF Du Page )

On the 29 day of October, 1999, before me personally appeared DAVID O. HAWKINS, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is VICE PRESIDENT of Kranson Industries, Inc., a Missouri corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth J Burns
Notary Public

My commission expires:

8/12/01

"OFFICIAL SEAL"
ELIZABETH BURNS
Notary Public, State of Illinois
My Commission Expires 08/12/01



CH_DOCS\197859.2 [W97]

SCHEDULE 1

TRADEMARKS

U.S. Trademark Registrations

| Owner | Mark | Reg. No. | Reg. Date |
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| Kranson | VELVASOFT | 2,088,081 | 08/12/97 |
| Kranson | CALIBER[1] | 2,057,779 | 04/29/97 |
| Kranson | KRANSON INDUSTRIES | 1,887,607 | 04/04/95 |
| Kranson | SERVING A SELECT FEW VERY WELL | 1,884,116 | 03/14/95 |
| Kranson | PLASTIC-SPRAY | 1,868,898 | 04/20/94 |
| Kranson | EXPANDO SEAL | 1,223,488 | 01/11/83 |

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| Kranson | THE PACKAGING INDUSTRY'S ONLY SUPER DISTRIBUTOR | 75/592,198 | 11/19/98 |

Internet Domain Names

kranson.com
kransonind.com

[1]A Trademark, Trade Name and Assumed Name Assignment dated August 29, 1997, by and between Caliber Packaging Inc. and Kranson Industries, Inc. was submitted on August 13, 1999 to the U.S. Patent and Trademark Office for recordation to rectify a gap in the chain of title.

(530352.1)

## Unregistered Trademarks

| Owner | Mark |
|---|---|
| Kranson | BB and Design |
| Kranson | NORTHWESTERN BOTTLE |
| Kranson | TEXBERRY |

## Trade Names

| Owner | Mark |
|---|---|
| Kranson | CALIBER WINE GROUP |
| Kranson | CLINTON PACKAGING COMPANY |
| Kranson | CLINTON PACKAGING |
| Kranson | KRANSON |
| Kranson | NORTHWESTERN BOTTLE COMPANY |
| Kranson | NORTHWESTERN BOTTLE |
| Kranson | r/d design |
| Kranson | SERLIN CONTAINER & PACKAGING |
| Kranson | TRICOR BRAUN |
| Kranson | TRICOR PACKAGING |
| Kranson | W. BRAUN COMPANY |

(530352.1)