

02-25-2004

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

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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): 2-25-04 Tharco Containers Colorado, Inc. 2222 Grant Avenue San Lorenzo, California 94580

2. Name and address of receiving party(ies) Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent Street Address: 222 N. LaSalle St., Suite 1700 City: Chicago State: IL Zip: 60601

3. Nature of conveyance: Security Agreement Execution Date: 01/07/2004

Corporation-State Delaware

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

B. Trademark Registration No.(s) See Attached Schedule 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Catherine Ho Internal Address: Street Address: 222 North LaSalle Street, Suite 2400 City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 Enclosed 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Catherine Ho Name of Person Signing Signature Date 02/24/2004

02/25/2004 DBYRNE 00000163 1725543 40.00 DP 25.00 OP

Total number of pages including cover sheet, attachments, and document: 7 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002918 FRAME: 0485

**Schedule I to Trademark Security Agreement**

<b><u>Trademark Description</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Registered</u></b>
Tharco Dependability- Quality-Service (Class 16 & 17)	1,725,543	10/20/92
T-LAM (Class 16)	2,062,933	05/20/97

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7<sup>th</sup> day of January, 2004 by Tharco Containers Colorado, Inc., a Colorado corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H:

WHEREAS, Grantor, Thacker Container Company, a California corporation ("Thacker") and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and Thacker by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Thacker, Tharco Holdings, Inc., a Delaware corporation and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of 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), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and Thacker under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

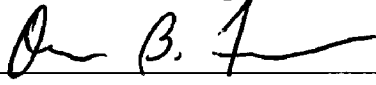
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**(Signature Page Follows)**

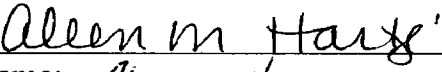
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**THARCO CONTAINERS COLORADO,  
INC., a Colorado corporation**

By:   
Name: Oscar B. Fearce  
Title: President

Agreed and accepted as of the date first written above.

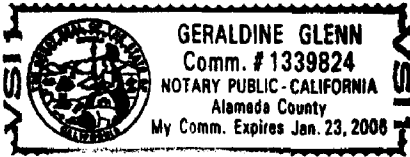
**MERRILL LYNCH CAPITAL, a division  
of Merrill Lynch Business Financial  
Services Inc., as Agent**

By:   
Name: Allen M. Hargis  
Title: Vice President

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF ALAMEDA )

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this \_\_\_ day of January, 2004 by OSCAR B. FEARS, personally known to me to be the Pres. + CEO of Tharco Containers Colorado, Inc., a Colorado corporation, on behalf of such corporation.

(SEAL)



  
Notary Public

My Commission Expires: Jan. 23, 2006

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b><u>Trademark Description</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date Registered</u></b>
Tharco Dependability- Quality-Service (Class 16 & 17)	1,725,543	10/20/92
T-LAM (Class 16)	2,062,933	05/20/97

**TRADEMARK APPLICATIONS**

<b><u>Trademark Application Description</u></b>	<b><u>U.S. Application No.</u></b>	<b><u>Date Applied</u></b>
None.		