

10-08-2004

Additional  
Original

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/04)

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Office

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

## 1. Name of conveying party(ies):

PTPC Corrugated Company

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☐ Corporation-State  
☒ Other unlimited liability company

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

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other

Execution Date: 4/13/04

## 2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal

Address:

Street Address: 2200 Ross Ave., 4th Floor

City: Dallas State: TX Zip: 75201

- ☐ Individual(s) citizenship  
☒ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☐ 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 attached

B. Trademark Registration No.(s)

See attached

Additional number(s) attached ☒ Yes ☐ No

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

Name: Julie H. Cooper

Internal Address: Vinson &amp; Elkins LLP

Street Address: 2001 Ross Ave., Suite 3700

City: Dallas State: TX Zip: 75201

## 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.

Julie H. Cooper

Name of Person Signing

Signature

August 17, 2004

Date

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

8

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

TRADEMARK  
 REEL: 003058 FRAME: 0946

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Record Owner/Liens</u>
Boxmaster Design	Canada	TMA347585	11/4/88	PTPC Corrugated Company
Boxmaster	Canada	TMA345424	9/30/88	PTPC Corrugated Company
C & Design	Canada	TMA421265	12/17/93	PTPC Corrugated Company
Enviro-Flute	Canada	TMA398309	5/15/92	PTPC Corrugated Company
Flexi-wrap	Canada	TMA113177	2/6/59	PTPC Corrugated Company
Hi-Stak	Canada	TMA127233	7/13/62	PTPC Corrugated Company

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of April 13, 2004 is entered into by PTPC CORRUGATED COMPANY, a Nova Scotia unlimited liability company (the "**Grantor**"), and certain of its affiliates (collectively, the "**Grantors**") and JPMORGAN CHASE BANK, as the Administrative Agent (the "**Administrative Agent**") for the Lenders. Capitalized terms not otherwise defined herein have the meanings set forth in the Canadian Guaranty and Security Agreement dated as of April 13, 2004 among the Grantor and the Administrative Agent (the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Lenders in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("**Secured Trademarks**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Administrative Agent hereby agree as follows:

1. **Grant of Security Interest.**

1.1 Each Grantor hereby grants to the Administrative Agent, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

1.2 The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. **Modification of Agreement.**

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

3. **Governing Law.**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA.**

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Administrative Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.


This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles shall be effective as originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

**PTPC CORRUGATED COMPANY**

By: \_\_\_\_\_

  
Tom Steffen, Vice President and Chief  
Financial Officer

STATE OF Washington  
COUNTY OF Jefferson SS:

On 3/20, 2004, before me, the undersigned, a notary public in and for said state and county, personally appeared Tom Steffen, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President and Chief Financial Officer, on behalf of PTPC Corrugated Company, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Hypat Russell  
Notary Public

My Commission Expires:

4/06

Signature Page to Trademark Security Agreement (Canadian)

TRADEMARK  
REEL: 003058 FRAME: 0951

JPMORGAN CHASE BANK, as the  
Administrative Agent

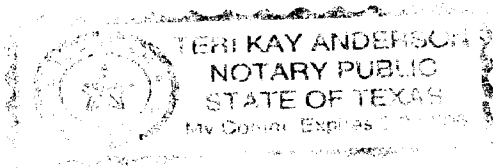
By: Jim L. Holloway  
Jim L. Holloway, Senior Vice President

STATE OF TEXAS            )  
                                      ) ss:  
COUNTY OF DALLAS        )

On April 9, 2004, before me, the undersigned, a notary public in and for said state and county, personally appeared Jim L. Holloway, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Senior Vice President, on behalf of JPMorgan Chase Bank, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Teri Kay Anderson  
Notary Public

6/3/2006  
My Commission Expires:

Signature Page to Trademark Security Agreement (Canadian)

Schedule A-1

RECORDED: 08/19/2004

TRADEMARK  
REEL: 003058 FRAME: 0952