

10-26-2004



Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102867158

REC-102867158
TRADEMARKS ONLY

10-22-04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Prairie Packaging, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.A.

Execution Date(s) September 24, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LaSalle Bank National Association

Internal

Address: _____

Street Address: 135 South LaSalle Street

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60603

Association Citizenship U.S.A.

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached

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

Name: Henry C. Krasnow, Esq.

Internal Address: Krasnow Saunders Cornblath

Street Address: 500 North Dearborn Street
2nd Floor

City: Chicago

State: Illinois Zip: 60610

Phone Number: (312) 755-5700

Fax Number: (312) 755-5720

Email Address: hkrasnow@ksc-law.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Henry C. Krasnow

Name of Person Signing

October 19, 2004

Date

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/26/2004 ECOOPER 00000004 1507223

01 FC:8521
02 FC:8522

40.00 OP
150.00 OP

TRADEMARK
REEL: 003068 FRAME: 0071

ATTACHMENT TO SECTION 4

<u>Description</u>	<u>Registration Number</u>
FIELDWARE Mark Type: Trademark Country: United States of America Classes: I.C. 21 Goods: Disposable plates and bowls.	1507223
FIELDWARE Mark Type: Trademark Country: United States of America Classes: I.C. 8 Goods: Plastic cutlery, namely, forks, knives and spoons.	2070634
MEADOWARE Mark Type: Trademark Country: United States of America Classes: I.C. 8 & 21 Goods: Disposable cutlery, namely, knives, forks and spoons in I.C. 8. Disposable plates and bowls in I.C. 21.	2295871
PRAIRIE PACKAGING Mark Type: Trademark Country: United States of America Classes: I.C. 8 & 21 Goods: Plastic cutlery, namely forks, knives and spoons in I.C. 8. Disposable plates, bowls and cups in I.C. 21.	2003099
PRAIRIEWARE Mark Type: Trademark Country: United States of America Classes: I.C. 8 Goods: Plastic cutlery, namely, forks, knives and spoons.	1875058
PRAIRIEWARE Mark Type: Trademark Country: United States of America Classes: I.C. 121 Goods: Plastic all purpose containers, plates and bowls.	1494306
WAVEWARE Mark Type: Trademark Country: United States of America Classes: I.C. 21 Goods: Plastic plates.	2753371

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 24, 2004 (this "**Agreement**"), is between PRAIRIE PACKAGING, INC., a Delaware corporation (the "**Company**"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "**Collateral Agent**") for the benefit of the Banks (as hereafter defined) and the Noteholders (as hereafter defined).

WITNESSETH:

WHEREAS, pursuant to a Third Amended and Restated Credit Agreement of even date herewith by and among the Company, the Banks, LaSalle Bank National Association, as agent for the Banks, and National City Bank of the Midwest, f.k.a. National City Bank of Michigan/Illinois, as document agent, (the "**Credit Agreement**") but subject to the terms and conditions set forth therein, the Banks have agreed to make certain Loans to the Company and to otherwise extend credit to the Company; and

WHEREAS, pursuant to a Note Purchase Agreement of even date herewith by and among the Company and the Initial Noteholders (the "**Note Agreement**") but subject to the terms and conditions set forth therein, the Initial Noteholders have agreed to purchase the Company's Senior Secured Notes; and

WHEREAS, as a condition to the making of the Loans and other extensions of credit to the Company by the Banks and the purchase of the Company's Senior Secured Notes by the Initial Noteholders, the Banks and the Noteholders have required that the Company grant to the Collateral Agent, for the benefit of the Banks and the Noteholders, a valid security interest in and to all of its now existing and hereafter acquired general intangibles, including, without limitation, all of its now existing and hereafter arising trade secrets, patents and patent applications, trademarks and use-based trademark applications, trade names and copyrights.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Bank to make the Loans and the Initial Noteholders to purchase the Company's Senior Secured Notes, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Security Agreement between the Company and the Collateral Agent of even date herewith.

2. **Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of all indebtedness and other obligations and liabilities of the Secured Obligations, the Company hereby grants to the Collateral Agent a security interest in all of its rights, titles and interests in the United States and throughout the world, in and to (a) all of its currently owned or hereafter acquired trademarks, registrations of trademarks and use-based applications for trademark registration pending before the United States Patent and Trademark Office ("**PTO**"), together with the goodwill of the business symbolized by such trademarks, including, without limitation, those United States trademark applications for trademark

registrations listed on **Schedule A** attached hereto and made a part hereof, (b) all currently owned or hereafter acquired trademarks, registration of trademarks and use based applications for trademark registration pending before the trademark offices of foreign countries, (c) all income, royalties, damages and payments now and hereafter due and/or payable under or based on such trademarks, and (d) all rights to sue, collect and retain damages and payments for past and future infringements and violation of the rights thereof (such trademarks, registrations of trademarks and use-based applications for trademark registrations set forth at (a) and (b) of this paragraph being herein the "**Trademarks**"). The marks listed in **Schedule B** are marks that are the subject of pending intent-to-use applications (each an "**ITU Application**" and collectively the "**ITU Applications**"). At such time, if any, that the Company begins making use in interstate commerce of any such mark, (1) the Company shall convert the applicable ITU Application to a use-based application by filing an Amendment to Allege Use or Statement of Use with the PTO and providing notice of such filing to the Collateral Agent, and (2) upon notice from the PTO of the acceptance of such Amendment to Allege Use or Statement of Use, such mark and corresponding use-based application shall automatically become one of the Trademarks and fully subject to the security interest of the Collateral Agent hereunder.

3. **Representations and Warranties.** The Company represents and warrants that:

(a) The Company is the present owner of the entire right, title and interest in and to its Trademarks and, to the best of the Company's knowledge, the Company has good and indefeasible title thereto.

(b) The Trademarks of the Company are free and clear of all security interests, liens and encumbrances, except Permitted Liens.

(c) The Company has not granted any licenses, rights or privileges in or to its Trademarks to any party except the Collateral Agent.

(d) To the best of the Company's knowledge, the Company may use its Trademarks that are the subject of United States trademark applications for trademark registrations described in **Schedule A** free and clear of the infringement of the rights of others.

(e) The Company has not commenced or threatened to commence against any Person, and there is not pending, any suit or other proceeding seeking to enforce or alleging a violation of any Trademark or any of the Company's rights therein.

(f) No Person has commenced or, to the best of the Company's knowledge, has threatened to commence any suit or other proceeding alleging that any of the Trademarks listed in Schedule A is unenforceable or violates any right or interest of such Person.

(g) The Trademarks on **Schedule A** constitute all of the registrations and applications for the Trademarks in the United States and foreign countries owned by the Company.

(h) The Company has not and will not make any agreement or assignment in conflict with this Agreement.

4. **Maintenance and Enforcement of Trademarks.** The Company shall not take any action, or permit any action to be taken by others subject to the Company's control, including licensees, or fail to take any action regarding any matter of which the Company has knowledge, which would affect the validity and enforcement of any of the Trademarks, or impair the value of any of the Trademarks or the goodwill of the business associated therewith, except that the Company may discontinue or abandon the use of any of the Trademarks and any applications and registrations therefor if it determines that, in its reasonable business judgment, such discontinuance or abandonment is desirable or necessary. Subject to the other provisions of this Agreement, the Company shall assume and continue, at its own cost and expense, through counsel of its own choice and acceptable to the Collateral Agent, full and complete responsibility for the prosecution, issuance, enforcement, maintenance, renewal or any other actions in connection with its Trademarks.

5. **Notice of Proceedings.** The Company promptly shall notify the Collateral Agent, in writing, of any suit, action or proceeding which relates to, is concerned with or affects any of the Trademarks or alleges infringement of another trademark by any of the Trademarks, if in either case an adverse decision could reasonably be expected to have a material adverse effect on any of the Trademarks or on the Company's rights therein, and the Company shall, on written request of the Collateral Agent, deliver to the Collateral Agent a copy of all pleadings, papers, orders and decrees heretofore and hereafter filed in any such suit, action or proceeding, and shall keep the Collateral Agent fully advised in writing of the progress of any such suit or proceeding.

6. **New Applications and Registrations.** Not less frequently than annually, the Company shall provide the Collateral Agent with a listing of all new applications for trademarks and of newly issued registrations for which application was made previously, each of which new applications and registrations shall be subject to the terms and conditions of the Credit Agreement, the Note Agreement and this Agreement, and in the case of a use-based application or registration, shall come within the term "Trademarks" as set forth herein. Each new ITU Application shall come within the term "Trademarks" when the conditions for ITU Applications set forth in Paragraph 2 above are met. In addition, the Company shall provide the Collateral Agent, on request, such documents and instruments, each in a form acceptable to counsel for the Collateral Agent, as may be necessary to grant to the Collateral Agent, and to perfect, a valid enforceable security interest in such new applications and registrations.

7. **Documents Relating to Trademarks.** Upon written request by the Collateral Agent, the Company shall deliver to the Collateral Agent:

(a) copies of any trademark applications and other documents concerned with or related to the adoption, use, prosecution, protection, maintenance, renewal, enforcement or issuance of the Trademarks; and

(b) such supplemental documentation necessary to record and perfect the security interest created by this Agreement in the PTO.

8. **Conduct of Business to Protect Goodwill.** In order to protect and continue the goodwill of the business associated with and symbolized by the Trademarks, and to avoid deception to the public as to the nature and quality of the goods on which the Trademarks are employed by the Company, the Company shall conduct its business in accordance with the requirements of production, quality and service of the goods in the market as in the past, and shall at all times use its best efforts to maintain the quality of the goods sold or distributed on which the Trademarks are employed commensurate with at least the same or better quality and past practices of the Company.

9. **Events of Default.** The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) if the Company fails to perform, keep or observe any term, provision, condition or covenant contained in this Agreement which the Company is required to perform, keep or observe and such failure is not cured within 20 days after written notice thereof from the Collateral Agent to the Company;

(b) if any representation or warranty made by any Company herein is breached or is false or misleading in any material respect; or

(c) the occurrence of an "Event of Default" under the Credit Agreement or the Note Agreement.

10. **Remedies.** After the occurrence of and during the continuance of an Event of Default, the Collateral Agent shall have all of the rights, remedies and benefits of a secured party under applicable law, including without limitation, all of the rights, remedies and benefits of a secured party under the Uniform Commercial Code, whether or not the Uniform Commercial Code is applicable, and, in addition, the Collateral Agent may grant licenses, rights or other privileges in, or otherwise take whatever action with respect to, the Trademarks that the Collateral Agent deems necessary or appropriate under the circumstances. The Company hereby appoints and designates the Collateral Agent as its attorney to take, during the continuance of an Event of Default, in the name of either the Company or the Collateral Agent, such action as the Collateral Agent, in its sole discretion, deems necessary or appropriate under the circumstances to protect the Trademarks and the security interest of the Collateral Agent therein, but the Collateral Agent shall not be required to take any such action.

11. **Fees and Expenses.** Company shall pay on demand any and all costs, charges, fees and other expenses incurred by the Collateral Agent in connection with this Agreement and the enforcement thereof including, without limitation, the fees and expenses of counsel employed by the Collateral Agent (i) with respect to the amendment or enforcement of this Agreement or with respect to the any of the Trademarks, (ii) to represent the Collateral Agent in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by the Collateral Agent, the Company or any other Person) in any way or respect relating to this Agreement or any of the Trademarks or (iii) to enforce any of the Collateral Agent's rights hereunder including, without limitation, any action to protect, collect, sell, liquidate or otherwise dispose of any of the Trademarks.

12. **Governing Law; Jury Trial; Severability.** This Agreement shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Company and rights of the Collateral Agent shall be in addition to and not in limitation of those provided by applicable law.

THE COMPANY AND THE COLLATERAL AGENT HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE COMPANY IRREVOCABLY AGREES THAT, SUBJECT TO THE COLLATERAL AGENT'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS AGREEMENT, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, THE STATE OF ILLINOIS, AND THE COMPANY HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE COMPANY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST THE COMPANY BY THE COLLATERAL AGENT IN ACCORDANCE WITH THIS SECTION.

13. **Notices.** All notices and other communications hereunder shall be sent in the manner and to the persons set forth in Section 8.4 of the Security Agreement and when so sent, shall be deemed given at the times provided in said Section.

14. **Release of Security Interest.** Upon payment in full of the Secured Obligations, the Collateral Agent shall release and take such further action as may be necessary or advisable to evidence such release and termination of its security interest set forth herein.

[END OF PAGE]

IN WITNESS WHEREOF, the Company and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

PRAIRIE PACKAGING, INC.,

By 
Vice President, Strategic Planning

LASALLE BANK NATIONAL ASSOCIATION,
as Collateral Agent

By 
Vice President

18-Sep-1995

2040488

Withdrawn

FIELDWARE

Mark Type:

Country: United Kingdom

Classes: I.C. 8, 21

Goods: Cutlery, namely forks, knives and spoons in I.C. 8.

All purpose containers and plates, cups and spoons in I.C. 21

Next Renewal

22-Feb-1988

73/712533

Registered

FIELDWARE

2008

Mark Type: Trademark

Country: United States of America

Classes: I.C. 21

Goods: Disposable plates and bowls.

04-Oct-1988

1507223

04-Oct-

Wednesday, June 23, 2004

Trademark Status Report by Client

Client: 00387-00 Prairie Packaging, Inc.

Trademark Date(s)	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due
FIELDWARE 2007	Registered	75/000271	02-Oct-1995	Next Renewal	-10-Jun-
<i>Mark Type:</i> Trademark					
<i>Country:</i> United States of America					
<i>Classes:</i> I.C. 8					
<i>Goods:</i> Plastic cutlery, namely, forks, knives and spoons.					
MEADOWWARE 2004	Registered	684415	15-Apr-1996	Deadline	05-Aug-
<i>Mark Type:</i>					
<i>Country:</i> European Community					
<i>Classes:</i> I.C. 8, 21					
<i>Goods:</i> 8 - Cutlery, including forks, knives and spoons.					
21 - Household or kitchen utensils and containers (not of precious metal or coated therewith); porcelain and earthenware, cups and bowls.					
MEADOWWARE 2005	Registered	95600187	08-Dec-1995	Next Renewal	07-Dec-
<i>Mark Type:</i>					
<i>Country:</i> France					
<i>Classes:</i> I.C. 8, 21					
<i>Goods:</i> Cl. 8: Cutlery, namely, forks, knives and spoons.					
Cl. 21: All purpose containers and plates, cups and bowls.					

Wednesday, June 23, 2004

Trademark Status Report by Client

Client: 00387-00 Prairie Packaging, Inc.

Trademark Date(s)	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due
MEADOWARE 2006	Registered	95-10343	12-Sep-1995	Next Renewal	07-Jun-
<i>Mark Type:</i> Sweden					
<i>Country:</i> Sweden					
<i>Classes:</i> I.C. 8, 21					
<i>Goods:</i> Cutlery, namely, forks, knives and spoons in I.C. 8					
All purpose containers and plates, cups and bowls in I.C. 21					
MEADOWARE 2005	Registered	2040489	18-Sep-1995	Next Renewal	18-Sep-
<i>Mark Type:</i> Trademark					
<i>Country:</i> United Kingdom					
<i>Classes:</i> I.C. 8, 21					
<i>Goods:</i> Cl. 8: Cutlery, namely, forks, knives and spoons.					
Cl. 21: All purpose containers and plates, cups and bowls.					
MEADOWARE 2004	Registered	75/563462	02-Oct-1998	Aff of Use	30-Nov-
<i>Mark Type:</i> Trademark					
<i>Country:</i> United States of America					
<i>Classes:</i> I.C. 8 & 21					
<i>Goods:</i> Disposable cutlery; namely, knives, forks and spoons in I.C. 8.					
Disposable plates and bowls in I.C. 21 (Date of first use 10/31/87; Date of First use in Commerce 10/31/87).					
MEADOWARE 2005		2295871	30-Nov-1999	Aff of Use Period Ends	30-Nov-
<i>Mark Type:</i> Trademark					
<i>Country:</i> United States of America					
<i>Classes:</i> I.C. 8 & 21					
<i>Goods:</i> Disposable cutlery; namely, knives, forks and spoons in I.C. 8.					
MEADOWARE 2009				Next Renewal	30-Nov-

Wednesday, June 23, 2004

Trademark Status Report by Client

Client: 00387-00 Prairie Packaging, Inc.

Trademark Date(s)	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due
PRAIRIE PACKAGING 2006	Registered	326751	15-Apr-1996	Next Renewal	15-Apr-15
<i>Mark Type:</i> European Community					
<i>Classes:</i> I.C. 8 & 21					
<i>Goods:</i> Plastic cutlery, namely, forks, knives and spoons in I.C. 8					
Disposable plates, bowls and cups in I.C. 21					
PRAIRIE PACKAGING 2006	Registered	75/005791	06-Oct-1995	Next Renewal	24-Sep-24
<i>Mark Type:</i> Trademark					
<i>Country:</i> United States of America					
<i>Classes:</i> I.C. 8 & 21					
<i>Goods:</i> Plastic cutlery, namely forks, knives and spoons in I.C. 8					
Disposable plates, bowls and cups in I.C. 21 (First use in Commerce 6/7/91. therewith), porcelain and earthenware, cups and saucers in I.C. 21.					
PRAIRIEWARE 2005	Registered	95/587732	12-Sep-1995	Next Renewal	09-Sep-09
<i>Mark Type:</i> France					
<i>Classes:</i> I.C. 8 & 21					
<i>Goods:</i> Cutlery, namely, forks, knives and spoons in I.C. 8					
All purpose containers and plates, cups and bowls in I.C. 21					

Wednesday, June 23, 2004

Trademark Status Report by Client

Client: 00387-00 Prairie Packaging, Inc.

Trademark Date(s)	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due
PRAIRIEWARE 2006 <i>Mark Type:</i> <i>Country:</i> Sweden <i>Classes:</i> I.C. 8, 21 <i>Goods:</i> Cutlery, namely, forks, knives and spoons in I.C. 8	Registered	95-10344 313868	12-Sep-1995 07-Jun-1996	Next Renewal	07-Jun-
PRAIRIEWARE 2005 <i>Mark Type:</i> <i>Country:</i> United Kingdom <i>Classes:</i> I.C. 8, 21 <i>Goods:</i> Cl. 8: Cutlery, namely, forks, knives and spoons.	Registered	2040487 2040487	18-Sep-1995 18-Sep-1995	Next Renewal	18-Sep-
PRAIRIEWARE 2005 <i>Mark Type:</i> Trademark <i>Country:</i> United States of America <i>Classes:</i> I.C. 8 <i>Goods:</i> Plastic cutlery, namely forks, knives and spoons.	Registered	74/481755 1875058	24-Jan-1994 24-Jan-1995	Next Renewal	24-Jan-
PRAIRIEWARE 2008 <i>Mark Type:</i> Trademark <i>Country:</i> United States of America <i>Classes:</i> I.C. 21 <i>Goods:</i> Plastic all purpose containers, plates and bowls.	Registered	73/697169 1494306	23-Nov-1987 28-Jun-1988	Next Renewal	28-Jun-

Wednesday, June 23, 2004 Trademark Status Report by Client

Trademark Date(s)	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action(s)	Due
WAVEWARE 2008	Registered	75/659289	16-Mar-1999	Aff of Use - 5 Year	19-Aug-
Mark Type: Trademark 2009		2753371	19-Aug-2003	Aff of Use - 6 Year	19-Aug-
Country: United States of America 2013				First Renewal	19-Aug-

Classes: I.C. 21
Goods: Plastic plates, in I.C. 21

Schedule B

Intent to Use Applications

None