

11-02-2004

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

S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

RECOF  
TR.

102873236

10/07/04

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):

BankAmerica Business Credit

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

Citizenship (see guidelines)

Execution Date(s) May 12, 1999

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: Bank of America National Trust  
Internal and Savings Association

Address:

Street Address: 231 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60697

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other National Banking Association 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)

B. Trademark Registration No.(s)

2325061 2738162

Additional sheet(s) attached?  Yes  No

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

March 3, 2000 July 15, 2003

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

Name: Peter H. Barrow

Internal Address: Neal, Gerber & Eisenberg LLP  
Suite 2200

Street Address: Two North La Salle Street

City: Chicago

State: Illinois Zip: 60602

Phone Number: 312-269-8000

Fax Number: 312-269-1747

Email Address: pbarrow@ngelaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account, for deficiencies
- Enclosed check number 216724

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 502,261

Authorized User Name Karen M. Mason

9. Signature:

Signature

Peter H. Barrow

Name of Person Signing

9/15/04  
Date

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

Documents to be recorded (including cover sheets) 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 22311;

11/01/2004 ECUOPER 00000209 2325061

01 FC:8521  
02 FC:8522

40.00 OP  
25.00 OP

Refund Ref: 11/01/2004 ECUOPER 00000209 2325061

CHECK REFUND TOTAL:



10-07-2004

TRADEMARK  
REEL: 003071 FRAME: 0308

U.S. Patent & TMO/TM Mail Rcpt Dt. #77

**ASSIGNMENT AGREEMENT  
REGARDING  
INTELLECTUAL PROPERTY ASSIGNMENT**

This ASSIGNMENT AGREEMENT REGARDING INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") dated as of May 12, 1999 is entered into between BANKAMERICA BUSINESS CREDIT, INC., a Delaware corporation ("Assignor") and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association ("Assignee").

WHEREAS, pursuant to a Loan and Security Agreement dated as of November 5, 1996 (as amended, modified or supplemented, the "Original Agreement") among Assignor, Outlook Group Corp., Outlook Label Systems, Inc., Outlook Foods, Inc., Outlook Packaging, Inc. and Barrier Films Corporation (collectively, the "Borrowers"), Assignor has made certain loans, advances and extensions of credit to or for the benefit of the Borrowers;

WHEREAS, in order to secure the Obligations (as defined in the Original Agreement), Outlook Group Corp. (the "Grantor") has executed and delivered to Assignor that certain Intellectual Property Assignment dated as of November 5, 1996 (the "Prior Assignment"), pursuant to which Grantor granted to Assignor a continuing security interest in and to Grantor's then existing or thereafter created or acquired Trademark Collateral as more-fully described on Schedules 1 and 3 hereto.

WHEREAS, the Prior Assignment was recorded with the Assignment Division of the U.S. Patent and Trademark Office (the "PTO Office") on December 2, 1996 as Reel 1533, Frame 0071;

WHEREAS, Assignor has assigned and transferred to Assignee all of its right, title and interest in and to the Original Agreement and all of the Loan Documents (as defined in the Original Agreement) delivered in connection therewith, including, without limitation, the Prior Assignment and the Trademark Collateral;

WHEREAS, Assignor and Assignee wish to specifically memorialize the assignment and transfer of the Prior Assignment and the Trademark Collateral in such form as shall be eligible for recordation with the PTO Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms which are contained in this Agreement or in Schedules 1 and 3 hereto shall have the respective meanings herein as such terms have in the Original Agreement or the Prior Assignment, as the case may be.

2. Assignment and Acceptance. Assignor hereby sells, transfers and assigns to Assignee and Assignee hereby purchases, assumes and undertakes from Assignor all

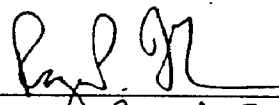
of Assignor's right, title and interest in and to the Prior Assignment, all of Assignor's rights, duties and obligations thereunder and all of Assignor's rights in and to any and all collateral thereunder and proceeds thereof including, but not limited to the Trademark Collateral and such other assets necessary to effectively utilize the Trademark Collateral and the business with which the Trademark Collateral is associated.

3. Further Assurances. Each party hereto agrees to execute and deliver such other instruments, and take such other action as the other party may reasonably request in connection with the transactions contemplated by this Agreement which may be required in connection with the assignment and assumption contemplated hereby.

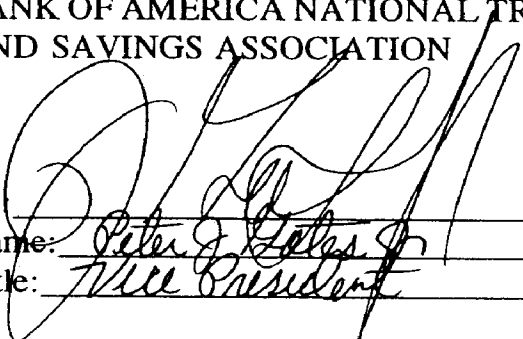
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

BANKAMERICA BUSINESS CREDIT, INC.

By:   
Name: Roger P. Tambore  
Title: Vice President

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

By:   
Name: Peter J. Gallegos  
Title: Vice President

**SCHEDULE 1  
TO  
ASSIGNMENT AGREEMENT  
REGARDING  
INTELLECTUAL PROPERTY ASSIGNMENT**

Assignor:

BankAmerica Business Credit, Inc.  
231 South LaSalle Street  
Chicago, Illinois 60697

Assignee:

Bank of America National Trust and Savings  
Association  
231 South LaSalle Street  
Chicago, Illinois 60697

Instrument Assigned:

Intellectual Property Assignment dated as of November 5, 1996 from Outlook Group Corp. to Assignor

Trademark Collateral:

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 3 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 3 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 3 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.

**SCHEDULE 3  
TO  
ASSIGNMENT AGREEMENT  
REGARDING  
INTELLECTUAL PROPERTY ASSIGNMENT**

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
TITAN	1,733,041	11/17/92
SP and Design	930,280	03/07/72

TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
	NONE	

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