

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

RECC  
102873287  
TRADEMARK OFFICE

10/7/04

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):

Outlook Group Corp.

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

Citizenship (see guidelines)

Execution Date(s) November 5, 1996

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: BankAmerica Business Credit

Internal

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 Delaware

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)

78/404989

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

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

April 20, 2004

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@nge-law.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account, for deficiencies
- Enclosed check number 216722

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: 11

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



11/01/2004 ECOOPER 00000245 78404989

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10-07-2004

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

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REEL: 003071 FRAME: 0610

## Intellectual Property Assignment

WHEREAS, OUTLOOK GROUP CORP., a Wisconsin corporation ("Grantor"), (i) owns the Copyright registrations and Copyright applications listed on Schedule 1 annexed hereto, and is a party to the Copyright Licenses listed on Schedule 1 annexed hereto; (ii) owns the Patents and Patent Applications listed on Schedule 2 annexed hereto, and is a party to the Patent Licenses listed on Schedule 2 annexed hereto; and (iii) owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 3 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 3 annexed hereto; and

WHEREAS, Outlook Group Corp., Outlook Label Systems, Inc., Outlook Foods, Inc., Outlook Packaging, Inc. and Barrier Films Corporation (each a "Borrower" and collectively the "Borrowers"), and BankAmerica Business Credit, Inc. ("Grantee"), are parties to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor and the Borrowers by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, to secure the payment and performance of all of the Obligations (as defined in the Loan Agreement), Grantor has granted to Grantee 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 (i) Copyrights (as defined on Annex A attached hereto), Copyright registrations, Copyright applications and Copyright Licenses (as defined on Annex A attached hereto), and all proceeds thereof; (ii) Patents (as defined on Annex A attached hereto), Patent applications and Patent Licenses (as defined on Annex A attached hereto), and all products and proceeds thereof; and (iii) Trademarks (as defined on Annex A attached hereto), Trademark registrations, Trademark applications and Trademark Licenses (as defined on Annex A attached hereto), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof.

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

A. Grantor hereby grants to Grantee 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 "Copyright Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Copyright, Copyright application and Copyright registration, together with any reissues, extensions or renewals thereof, including, without limitation, the Copyright, Copyright registrations and Copyright applications referred to in Schedule 1 annexed hereto;
- (2) each Copyright License; and

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(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright or Copyright registration including, without limitation, the Copyright and Copyright registrations referred to in Schedule 1 annexed hereto, the Copyright registrations issued with respect to the Copyright applications referred in Schedule 1 and any Copyright licensed under the Copyright License.

B. Grantor hereby grants to Grantee 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 "Patent Collateral"), whether presently existing or hereafter created or acquired:

(1) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof;

(2) each Patent License, including, without limitation, each Patent License listed on Schedule 2 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a Patent Application referred to in Schedule 2 and any Patent licensed under any Patent License listed on Schedule 2 annexed hereto.

C. Grantor hereby grants to Grantee 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 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.

The security interest granted herein shall not include Grantor's interest in any license which by its terms expressly prohibits the granting of a security interest therein, provided that Grantor will use commercially reasonable efforts to promptly obtain consent to the granting of a security interest therein as provided herein and, at such time such consent is obtained, the license shall constitute Copyright Collateral, Patent Collateral or Trademark Collateral, as the case may be. This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Copyright Collateral, Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Assignment to be duly executed by its duly authorized officer as of the 5th day of November, 1996.

OUTLOOK GROUP CORP.

By: *Larry E. Driscoll*

Name: Larry E. Driscoll

Title: Vice President - Finance

Acknowledged:

BANKAMERICA BUSINESS CREDIT, INC.

By: *Thomas G. Sullivan*

Name: Thomas G. Sullivan

Title: Vice President



DEFINED TERMS

**"Copyright License"** means any written agreement now or hereafter in existence granting to Grantor any right to use any Copyright including, without limitation, the agreements described in Schedule 1 of the Intellectual Property Assignment.

**"Copyrights"** means collectively all of the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations and copyright applications now owned or hereafter created or acquired by Grantor, including, without limitation, those listed on Schedule 1 of the Intellectual Property Assignment; (b) all renewals of any of the foregoing; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

**"Patent License"** means any written agreement now or hereafter in existence granting to Grantor any right to use any invention on which a Patent is in existence including, without limitation, the agreements described in Schedule 2 of the Intellectual Property Assignment.

**"Patents"** means collectively all of the following: (a) all patents and patent applications now owned or hereafter created or acquired by Grantor including, without limitation, those listed on Schedule 2 of the Intellectual Property Assignment and the inventions and improvements described and claimed therein, and patentable inventions; (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (c) all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages of payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

**"Trademark License"** means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements described in Schedule 3 to the Intellectual Property Assignment.

**"Trademarks"** means collectively all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of

the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule 3 of the Intellectual Property Assignment; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.



COPYRIGHT REGISTRATIONS

REG. NO.                      DATE

NONE

COPYRIGHT APPLICATIONS

NONE

COPYRIGHT LICENSES

Name of Agreement

Parties

Date of Agreement

NONE

PATENTS

<u>U.S. Patent No.</u>	<u>Date Issued</u>	<u>Related Foreign Patents</u>
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NONE

PATENT APPLICATIONS

NONE

PATENT LICENSES

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

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Fresh Aroma and Design	75/088,320	4/12/96
Outlast	75/087,340	4/12/96

TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

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