

11-02-2004  
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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings ⇨⇨⇨ ▼

U.S. 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):  
CROWN Technologies Packaging Corporation

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

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

2. Name and address of receiving party(ies)  
Name: Citicorp North America, Inc.  
Internal  
Address: as U.S. Collateral Agent

Street Address: 390 Greenwich Street  
City: New York      State: NY      Zip: 10013

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York Banking Corporation  
 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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Trademark Sec. Agmt.

Execution Date: 09/01/2004

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) See Schedule I  
B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached  Yes  No

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

Internal Address: Corporation Service Company  
1133 Avenue of the Americas  
Suite 3100  
New York, NY 10036

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and registrations involved: 60

7. Total fee (37 CFR 3.41) \$ 1,575.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

TRADEMARK FEE PROCESS RECEIVED  
SEP 30 2004  
U.S. PATENT & TRADEMARK OFFICE

9. Signature.  
James P. Murphy  
Name of Person Signing      Signature      Date: September 27, 2004

Total number of pages including cover sheet, attachments, and document: 11

11/01/2004 EDOOPER 00000210 74499527  
01 FC:8521 40.00 OP  
02 FC:8522 1475.00 OP

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



**Schedule I****TRADEMARK REGISTRATIONS AND APPLICATIONS:**Owned by **CROWN Packaging Technology, Inc. (f/k/a Crown Cork & Seal Technologies Corporation):**

Country	Mark	App. No.	App. Date.	Reg. No.	Reg. Date
US	BEVGUARD	74/499527	3/14/1994	1974100	5/14/1996
US	BEVGUARD	76/310495	9/6/2001		
US	BEVGUARDPLUS	76/310497	9/6/2001		
US	BICAN	73/653606	4/6/1987	1591870	4/17/1990
US	CARNAUDMETALBOX	74/356081	2/5/1993	1947833	1/16/1996
US	CARNAUDMETALBOX LOGO	74/332908	11/19/1992	1944840	1/2/1996
US	COLORPOUR	76/438686	8/8/2002		
US	COLORSEAL	75/561108	9/29/1998	2419755	1/9/2001
US	COLORTOUCH	75/429901	6/2/1998	2217415	1/12/1999
US	CONO	72/294376	3/28/1968	858738	10/22/1968
US	DIOTITE	72/105995	10/7/60	793865	8/10/1965
US	DOUBLESAFE	73/228003	8/17/79	1200820	7/13/1982
US	EOLE	76/465127	11/7/2002		
US	FERROLITE	74/320437	10/7/1992	1956962	2/20/1996
US	FRESHFILL	73/503525	10/12/1984	1350325	7/23/1985
US	GUZZLER	75/937796	3/7/2000		
US	IDEAL CLOSURE	76/193942	1/12/2001		
US	MONOGUARD	75/668,646	3/25/1999		
US	OBRIST	73/132,435	6/30/1977	1113997	2/27/79
US	OBRIST-CAP	73/083115	4/8/1976	1056611	1/18/1977
US	ORBIT	74/714674	8/14/1995	2194506	10/13/1998
US	ORBIT DEVICE	74/714289	8/14/1995	2194507	10/13/1998
US	OXYCAP	74/467577	12/9/1993	2034078	1/28/1997
US	POLYCROWN	76/262208	5/24/2001		
US	POLYGUARD	430966	8/30/1993	2130819	1/20/1998
US	POLYGUARD	430966/74	8/30/1993	2130819	1/20/1998
US	PROMOGUARD	76/338058	11/14/2001		
US	RISDON	119568	3/12/1977	1220548	12/21/1982
US	RISDON/AMS AND DESIGN	75/498100	6/8/1998	2409795	12/5/2000
US	RISDON/AMS AND DESIGN	75/507719	6/22/1998	2409498	12/5/2000
US	RISDON/AMS AND DESIGN	75/500684	6/10/1998	2409498	12/5/2000
US	RISDON/AMS AND DESIGN	75/506999	6/22/1998	2285025	10/12/1999
US	RISDON/AMS AND DESIGN	75/507680	6/22/1998	2407642	11/28/2000
US	RISDON/AMS AND DESIGN	75/507679	6/22/1998	2409806	12/5/2000
US	SAFERIM	73/136106	8/1/1977	1100781	8/29/1978
US	SINUSOIDAL BRUSH	75/414125	1/6/1998	2347564	5/2/2000
US	STARCAP	75/737974	6/24/1999	2438080	3/27/2001
US	STARCAPPER	75/861137	11/30/1999	2561030	4/16/2002
US	SUPEREND	75/911389	2/7/2000	2666876	12/4/2002
US	TRIMLINE	75/478143	4/30/1998	2563989	4/23/2002
US	ULTRA-SEAL	75/390384	11/14/1997	2396192	10/17/2000
US	VAN DORN	72/117153	4/4/1961	730370	4/24/1962
US	VERI-GREEN	74/710280	8/2/1995	2096396	9/16/1997
US	YOUR PARTNER IN PACKAGING	73/241875	12/7/1979	1197455	6/8/1982
US	ZELSNAP	73/500944	9/24/1984	1449718	7/28/1987

Country	Mark	App. No.	App. Date.	Reg. No.	Reg. Date
US	ZELSTYLE	74/332924	11/19/1992	1780318	7/6/1993
US	ZELVALVE	74/457330	11/8/1993	1966104	4/9/1996
US	DESIGN	74/586754	10/18/1994	2029495	1/14/1997
US	DESIGN	74/586753	10/18/1994	2036366	2/11/1997
US	WORLD-CLASS MANUFACTURING BY CARNAUDMETALBOX	74/586752	10/18/1994	2038086	2/18/1997
US	ZS DESIGN	73/501202	9/26/1984	1351704	7/30/1985
US	ZP DESIGN	73/371627	6/25/1982	1265668	1/31/1984
US	CROWN PARTS ...	73/514470	12/20/1984	1380097	1/28/86
US	CC	72/347,217	12/29/1969	934,623	5/23/1972
US	SURE-TWIST	72/312,228	11/14/1968	875315	8/19/1969
US	CROWN DESIGN	72/176166	9/3/1963	771113	6/9/1964
US	CROWN DESIGN	72/169228	5/20/1963	774318	8/4/1964
US	CROWN DESIGN	72/169227	5/20/1963	776307	9/1/1964
US	CROWN	71/383721	9/28/1936	343530	2/23/1937
US	CCS	71/199776	7/9/1924	191514	11/11/1924

**Trademark Licenses**

None.

# FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

## FIRST AMENDED AND RESTATED TRADEMARK SECURITY

**AGREEMENT** (this "**Agreement**"), dated as of September 1, 2004 among Crown Packaging Technology, Inc. (f/k/a Crown Cork & Seal Technologies Corporation) (the "**Grantor**"), and Citicorp North America, Inc. ("**CNAI**"), as U.S. collateral agent (in such capacity, and together with any successors in such capacity, the "**Collateral Agent**") for the Secured Parties.

### RECITALS

WHEREAS, on February 26, 2003 (the "**Original Effective Date**," the Grantor, the Collateral Agent and other parties thereto entered into the Trademark Security Agreement (the "**Original Agreement**") in connection with and pursuant to that certain U.S. Security Agreement (the "**Original Security Agreement**"), which agreement is being amended and restated as of the date hereof to give effect to the Credit Agreement (as defined below), the First Priority Notes (as defined below) and the security interests contemplated therein (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, on the Original Effective Date, CROWN Americas, Inc. (f/k/a Crown Cork & Seal Americas, Inc.) ("**Crown Usco**") as U.S. borrower, Crown European Holdings SA, a *société anonyme* organized under the laws of France ("**Crown Euroco**"), as non-U.S. borrower, the subsidiary borrowers named therein, Crown Holdings, Inc. ("**Crown Holdings**"), Crown International, Inc. ("**Crown International**"), Crown Cork & Seal Company, Inc. ("**CCSC**"), the lenders from time to time party thereto and Citicorp North America, Inc., as administrative agent, Citibank International plc, as U.K. administrative agent, Deutsche Bank Securities Inc., as syndication agent, DBSI and Citigroup Global Markets Inc. ("**CGMI**"), as joint lead arrangers and joint bookrunners and ABN AMRO Incorporated, as joint bookrunner, and ABN AMRO Bank N.V., as documentation agent, entered into that certain credit agreement (the "**Original Credit Agreement**").

WHEREAS, on the Original Effective Date, (i) Crown Euroco issued \$1.085 billion in aggregate principal amount of Second Priority Dollar Notes and €285 million in aggregate principal amount of 10¼% Second Priority Euro Notes, in each case under an indenture dated as of the Original Effective Date among Crown Euroco, the guarantors named therein and the Second Priority Notes Trustee (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time as permitted by the Credit Agreement, the "**Second Priority Notes Indenture**"), and (ii) each of the Guarantors (as defined in the Second Priority Notes Indenture) guaranteed the Obligations of Crown Euroco under the Second Priority Notes Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time and together with any future guarantees by the Guarantors of the Obligations of Crown Euroco under the Second Priority Notes Indenture, the "**Second Priority Notes Guarantees**").

WHEREAS, on the Original Effective Date, Crown Euroco issued \$725 million in aggregate principal amount of Third Priority Notes under an indenture dated as of the Original Effective Date among Crown Euroco, the guarantors named therein and the Third Priority Notes Trustee (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time as permitted by the Credit Agreement, the "**Third Priority Notes Indenture**") and

(ii) each of the Guarantors (as defined in the Third Priority Notes Indenture) guaranteed the Obligations of Crown Euroco under the Third Priority Notes Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time and together with any future guarantees by the Guarantors of the Obligations of Crown Euroco under the Third Priority Notes Indenture, the "**Third Priority Notes Guarantees**").

WHEREAS, on the date hereof, (i) Crown Euroco intends to issue €350 million of First Priority Notes under an indenture dated as of the date hereof among Crown Euroco, the guarantors named therein and the First Priority Notes Trustee (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time as permitted by the Credit Agreement, the "**First Priority Notes Indenture**"), the proceeds of which shall be used (together with the proceeds of Loans (as defined in the Credit Agreement (as hereinafter defined)) under the Credit Agreement) to refinance in full all outstanding Term B Loans (as defined in the Original Credit Agreement) and terminate the Obligations and Commitments (each as defined in the Original Credit Agreement) under the Original Credit Agreement, and (ii) each of the Guarantors (as defined in the First Priority Notes Indenture) is guaranteeing the Obligations of Crown Euroco under the First Priority Notes Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time and together with any future guarantees by the Guarantors of the Obligations of Crown Euroco under the First Priority Notes Indenture, the "**First Priority Notes Guarantees**").

WHEREAS, simultaneously with the issuance of the First Priority Notes, the Loan Parties intend to enter into a new senior secured credit agreement dated as of the date hereof (as amended, amended and restated, supplemented, refinanced, replaced or otherwise modified from time to time, the "**Credit Agreement**", which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement to the extent permitted by the First Priority Notes Indenture, the Second Priority Notes Indenture and the Third Priority Notes Indenture and any refinancing or replacement of the Credit Agreement or one or more successor or replacement facilities whether or not with a different group of agents or lenders and whether or not with different obligors upon the Administrative Agent's acknowledgment of the termination of the predecessor Credit Agreement) with the lenders from time to time party thereto (the "**Lenders**"), Citicorp North America, Inc., as administrative agent (in such capacity together with its successors and assigns in such capacity, the "**Administrative Agent**"), Citibank International plc, as the U.K. administrative agent (in such capacity together with its successors and assigns in such capacity, the "**U.K. Administrative Agent**"), CGMI, as sole arranger and sole bookrunner in respect of the Term B Facility (as defined in the Credit Agreement) (in such capacity together with its successors and assigns in such capacity, the "**Term B Arranger**"), CGMI and Lehman Brothers Inc., as joint lead arrangers and joint bookrunners (in such capacities together with their successors and assigns in such capacities, the "**Lead Arrangers**"), Lehman Commercial Paper Inc., as syndication agent (in such capacity together with its successors and assigns, the "**Syndication Agent**"), ABN AMRO Bank N.V., BNP Paribas and Calyon New York Branch, as co-documentation agents (in such capacities together with their successors and assigns in such capacities, the "**Co-Documentation Agents**"), and Bank of America, N.A., as senior managing agent (in such capacity together with its successors and assigns in such capacity, the "**Senior Managing Agent**"), pursuant to which the Lenders have agreed to make certain Loans (as defined in the Credit Agreement) and issue certain Letters of Credit (as defined in the Credit Agreement) to or for the account of the Borrowers upon the terms and subject to the conditions set forth in the Credit Agreement.

WHEREAS, each of the other grantors party to the Original Agreement assigned their beneficial ownership interests in the Collateral pledged thereunder to the Grantor.

WHEREAS, the Grantor is the legal and/or beneficial owner of the Collateral pledged by it hereunder.

WHEREAS, this Agreement is given by the Grantor in favor of the Collateral Agent for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

WHEREAS, the Grantor will receive substantial benefits from the execution, delivery and performance of the obligations under the Financing Documents and is therefore willing to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademarks.** The Grantor, as collateral security for the payment and performance in full of all the Obligations, hereby collaterally pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademarks**"):

- (a) all Trademarks listed on Schedule I hereto;
- (b) all registered Trademark Licenses listed on Schedule I hereto;
- (c) all General Intangibles relating to Trademarks and Trademark Licenses; and
- (d) all Proceeds of any and all of the foregoing.

The Grantor hereby affirms its prior grant of security interests under the Original Agreement for the benefit of the Second Priority Secured Parties and the Third Priority Secured Parties. Without limiting the foregoing, it is expressly understood and agreed that all security interests, assignment and liens granted by the Grantor for the benefit of the Second Priority Secured Parties and the Third Priority Secured Parties in the Original Agreement are not terminated hereby, but continue and remain in full force and effect, subject to the terms and provisions hereof.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which

are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

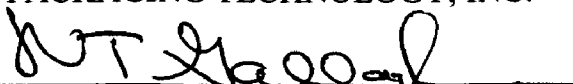
**SECTION 4. Termination.** Upon the termination of this agreement in accordance with, and pursuant to, the U.S. Intercreditor Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CROWN PACKAGING TECHNOLOGY, INC.

By: 

Name: William T. Gallagher

Title: Vice President & Secretary

Crown  
Trademark Security Agreement  
September 2004

TRADEMARK  
REEL: 003078 FRAME: 0799



CITICORP NORTH AMERICA, INC.,

as Collateral Agent

By: 

Name: Myles Kassin

Title: Vice President

Crown Holdings  
Trademark Security Agreement  
September 2004

TRADEMARK  
REEL: 003078 FRAME: 0800

**Schedule I****TRADEMARK REGISTRATIONS AND APPLICATIONS:**Owned by **CROWN Packaging Technology, Inc. (f/k/a Crown Cork & Seal Technologies Corporation):**

Country	Mark	App. No.	App. Date.	Reg. No.	Reg. Date
US	BEVGUARD	74/499527	3/14/1994	1974100	5/14/1996
US	BEVGUARD	76/310495	9/6/2001		
US	BEVGUARDPLUS	76/310497	9/6/2001		
US	BICAN	73/653606	4/6/1987	1591870	4/17/1990
US	CARNAUDMETALBOX	74/356081	2/5/1993	1947833	1/16/1996
US	CARNAUDMETALBOX LOGO	74/332908	11/19/1992	1944840	1/2/1996
US	COLORPOUR	76/438686	8/8/2002		
US	COLORSEAL	75/561108	9/29/1998	2419755	1/9/2001
US	COLORTOUCH	75/429901	6/2/1998	2217415	1/12/1999
US	CONO	72/294376	3/28/1968	858738	10/22/1968
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US	DOUBLESAFE	73/228003	8/17/79	1200820	7/13/1982
US	EOLE	76/465127	11/7/2002		
US	FERROLITE	74/320437	10/7/1992	1956962	2/20/1996
US	FRESHFILL	73/503525	10/12/1984	1350325	7/23/1985
US	GUZZLER	75/937796	3/7/2000		
US	IDEAL CLOSURE	76/193942	1/12/2001		
US	MONOGUARD	75/668,646	3/25/1999		
US	OBRIST	73/132,435	6/30/1977	1113997	2/27/79
US	OBRIST-CAP	73/083115	4/8/1976	1056611	1/18/1977
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US	PROMOGUARD	76/338058	11/14/2001		
US	RISDON	119568	3/12/1977	1220548	12/21/1982
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US	RISDON/AMS AND DESIGN	75/500684	6/10/1998	2409498	12/5/2000
US	RISDON/AMS AND DESIGN	75/506999	6/22/1998	2285025	10/12/1999
US	RISDON/AMS AND DESIGN	75/507680	6/22/1998	2407642	11/28/2000
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US	STARCAP	75/737974	6/24/1999	2438080	3/27/2001
US	STARCAPPER	75/861137	11/30/1999	2561030	4/16/2002
US	SUPEREND	75/911389	2/7/2000	2666876	12/4/2002
US	TRIMLINE	75/478143	4/30/1998	2563989	4/23/2002
US	ULTRA-SEAL	75/390384	11/14/1997	2396192	10/17/2000
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US	CROWN	71/383721	9/28/1936	343530	2/23/1937
US	CCS	71/199776	7/9/1924	191514	11/11/1924

**Trademark Licenses**

None.