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04-12-2005



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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.

4/8/05

1. Name of conveying party(ies): Cloud Packaging Solutions LLC
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[ ] Corporation-State
[ ] Other First Amend to Trademark Sec Agmt
Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal Address:
Street Address: 135 South LaSalle St.
City: Chicago State: IL Zip: 60603
[ ] Individual(s) citizenship
[x] Association National Banking Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State
[ ] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [x] No
Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[x] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: 3/31/05

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76-520,008
Additional number(s) attached [ ] Yes [x] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Terri Branson
Internal Address: Lewis, Rice & Fingersh, L.C.
Street Address: 500 N. Broadway, Suite 2000
City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
[x] Enclosed
[ ] Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Terri Branson
Name of Person Signing Signature Date 3/31/05

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Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK REEL: 003145 FRAME: 0451

**FIRST AMENDMENT**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT to TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into and effective as of March 31, 2005, by and between Cloud Packaging Solutions LLC, formerly known as Cloud LLC, a Delaware limited liability company ("Assignor"), and LaSalle Bank National Association, a national banking association, as Administrative Agent for the ratable benefit of itself and each of the other Lenders ("Assignee").

**Recitals:**

- A.** Assignor and Span Packaging Services LLC, a Delaware limited liability company (separately and collectively, "Borrower"), Assignee, and the Lenders are parties to that certain Loan Agreement dated as of June 17, 2003, as amended from time to time (the "Existing Loan Agreement").
- B.** Borrower, Administrative Agent and the Lenders desire to, and have agreed to, amend and restate the Existing Loan Agreement into the Amended and Restated Loan Agreement of even date herewith (as amended, modified, restated or replaced from time to time, the "Loan Agreement"), and the Loan Agreement is not a novation of the Existing Loan Agreement or a release of any Security Interest in granted by Borrower or any other Covered Person to Administrative Agent.
- C.** Assignor and Assignee are parties to that certain Trademark Security Agreement, dated as of June 17, 2003 (the "Trademark Agreement").
- D.** Assignor and Assignee have agreed to amend the Trademark Agreement on the terms and conditions contained herein, which has been recorded with the United States Patent and Trademark Office at Reel/Frame 002771/0339 on June 18, 2003.

**Amendment**

Therefore, in consideration of the mutual agreements herein and other sufficient consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby amend the Trademark Agreement as follows:

- 1. Definitions.** All references to the "Agreement" in the Trademark Agreement and in this Amendment shall be deemed to be references to the Trademark Agreement as it is amended hereby and as it may be further amended, restated, extended, renewed, replaced, or otherwise modified from time to time. Capitalized terms used and not otherwise defined herein have the meanings given them in the Loan Agreement.
- 2. Amendment to Trademark Agreement--Schedule A.** Schedule A of the Trademark Agreement is hereby amended by adding the additional items set forth on Schedule A to this Amendment.
- 3. Representations and Warranties of Assignor.** Assignor hereby represents and warrants to Assignee and each Lender as of the date hereof that (i) this Amendment has been duly authorized by Assignor's members, and (ii) this Amendment constitutes the legal, valid and binding obligation of

Assignor enforceable against Assignor in accordance with its terms except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws related to creditors rights generally or by the application of equity principles.

**4. Governing Law.** This Amendment has been executed and delivered in Chicago, Illinois, and shall be governed by and construed under the laws of the State of Illinois without giving effect to choice or conflicts of law principles thereunder.


**5. Section Titles.** The section titles in this Amendment are for convenience of reference only and shall not be construed so as to modify any provisions of this Amendment.

**6. Counterparts; Facsimile Transmissions.** This Amendment may be executed in one or more counterparts and on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures to this Amendment may be given by facsimile or other electronic transmission, and such signatures shall be fully binding on the party sending the same.


*{remainder of page intentionally left blank; signature pages immediately follow}*

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first above written.

**CLOUD PACKAGING SOLUTIONS LLC**, formerly known as Cloud LLC,  
as a Borrower

By:   
Name: Gary Sahrmann  
Title: CEO

**LASALLE BANK NATIONAL ASSOCIATION**, as Administrative Agent  
for itself and the other Lenders

By:   
Name: Tom Harmon  
Title: SVP

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

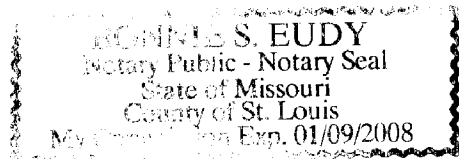
On this 31st day of March, 2005, before me personally appeared Gary Sahrman, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of CLOUD PACKAGING SOLUTIONS LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, by authority of its members; and said Gary Sahrman acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.

Bonnie S. Eudy  
Notary Public

My Commission expires:

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

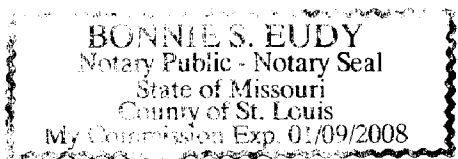


On this 31st day of March, 2005 before me personally appeared Tom Harmon, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of LaSalle Bank National Association, a national banking association, and that said instrument was signed in behalf of said association by authority of its Board of Directors; and said Tom Harmon acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.

Bonnie S. Eudy  
Notary Public

My Commission expires:



**SCHEDULE A**

**ISSUED TRADEMARK REGISTRATIONS**

<b><u>Title</u></b>	<b><u>Trademark Registration Number</u></b>	<b><u>Serial Number</u></b>	<b><u>Date Filed</u></b>	<b><u>Registration Date</u></b>	<b><u>Country/State</u></b>
PERFORMA	N/A	76-520,008	June 5, 2003	N/A	United States