

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clear Lam Packaging, Inc.		02/03/2006	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harris N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2707344	MAP SYSTEMS	
Registration Number:	2204595	MAP SYSTEMS	
Registration Number:	2606172		
Registration Number:	1808346	NITRO-FLUSH	
Registration Number:	1723291	JESCORP	
Registration Number:	2122341	MAP-FRESH	
Registration Number:	2416278	MAP SYSTEMS	
Registration Number:	2223319	MAP SYSTEMS	
Registration Number:	2195246	MARKET SEARCH	
Registration Number:	2182727	MAP-NET	
Registration Number:	2703675	CL	
Registration Number:	2766112	CLEAR LAM	
<b>CORRESPONDENCE DATA</b>			

**CH \$315.00 2707344**

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Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1623545
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	02/21/2006

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 3rd day of February, 2006, CLEAR LAM PACKAGING, INC., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 1950 Pratt Boulevard, Elk Grove Village, Illinois 60007, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A., a national banking association ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

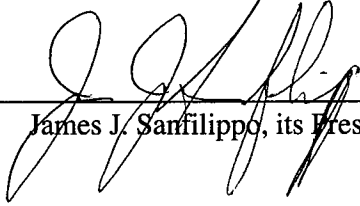
to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent, on behalf of the Secured Creditors, with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CLEAR LAM PACKAGING, INC.

By  \_\_\_\_\_  
James J. Sanfilippo, its President

HARRIS N.A., as Agent

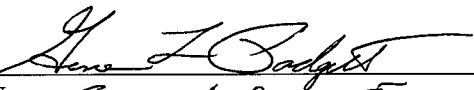
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CLEAR LAM PACKAGING, INC.

By \_\_\_\_\_  
James J. Sanfilippo, its President

HARRIS N.A., as Agent

By   
Name GENE L. PADGETT  
Title VICE PRESIDENT

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Application Number</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Trademark</b>
75/545352	2707344	8/31/98	MAP SYSTEMS
75/107576	2204595	5/21/96	MAP SYSTEMS <sup>TM</sup>
76/244324	2606172	4/20/01	MAP BURST TANK
74/251062	1808346	2/26/92	NITROFLUSH
74/251392	1723291	2/26/92	JESCORP
75/107282	2122341	5/21/96	MAP-FRESH
75/545361	2416278	8/31/98	MAP SYSTEMS
75/107599	2223319	5/21/96	MAP SYSTEMS (TRADEMARK)
75/107275	2195246	5/21/96	MAP-NET
75/107586	2182727	5/21/96	MAP-NET
76/197925	2703675	1/22/01	CL LOGO
76/198068	2766112	1/23/01	CLEAR LAM

**TRADEMARK APPLICATIONS**

None.