

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kranson Industries, Inc.		07/31/2006	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2871420	APOLLO
Registration Number:	2968654	BECAUSE OUR OPTIONS MAKE THE DIFFERENCE
Registration Number:	2057779	CALIBER
Registration Number:	1887607	KRANSON INDUSTRIES
Registration Number:	3059473	OPTIONS
Registration Number:	3010791	PACKAGING WEST
Registration Number:	2789904	QUEST
Registration Number:	2563782	RAPIDFIND
Registration Number:	1884116	SERVING A SELECT FEW VERY WELL
Registration Number:	2250898	SILIQUE
Registration Number:	2404914	THE PACKAGING INDUSTRY'S ONLY SUPER DISTRIBUTOR
Registration Number:	2789906	THE SWAN
Registration Number:	2985084	TRICORBRAUN
Registration Number:	2376069	TRICORBRAUN

CH \$565.00 2871420

Registration Number:	2761767	TRICORBRAUN SPRAYGUARD
Registration Number:	2193356	TRP TOTAL RIGID PACKAGE
Registration Number:	2193350	TRP TOTAL RIGID PACKAGE
Registration Number:	1686943	WE PUT EVERYTHING INTO PACKAGING
Registration Number:	1185734	PROGRESSIVE PACKAGER
Serial Number:	78695694	TRICORBRAUN DESIGN & ENGINEERING
Serial Number:	78548659	CALIBERWINEPAK
Serial Number:	78548627	CALIBERWINEPAK

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-224
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	12/08/2006

Total Attachments: 6
source=Kranson TMSA#page1.tif
source=Kranson TMSA#page2.tif
source=Kranson TMSA#page3.tif
source=Kranson TMSA#page4.tif
source=Kranson TMSA#page5.tif
source=Kranson TMSA#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2006, is between **KRANSON INDUSTRIES, INC.**, a Missouri corporation (the “**Grantor**”) and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the “**Grantee**”) for the benefit of Agent and Lenders (as such terms are defined in the Credit Agreement described below).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, as the Borrower, has entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, each other Credit Party that is a party thereto, Grantee, and certain other financial institutions that from time to time become lenders thereunder (the “**Lenders**”) providing for extensions of credit and other financial accommodations to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Grantor, each other “Debtor” that is a party thereto and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders 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 Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant 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 (other than “Excluded Property” (as such term is defined in the Security Agreement), if any):

- (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 1** 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 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** 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.

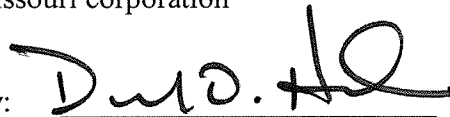
This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

GRANTOR:

KRANSON INDUSTRIES, INC., a
Missouri corporation

By: 
Name: DAVID O. HAWKINS
Its: VICE PRESIDENT

GRANTEE:

**GENERAL ELECTRIC CAPITAL
CORPORATION,** as Agent

By: _____
Name: _____
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.


GRANTOR:

KRANSON INDUSTRIES, INC., a
Missouri corporation

By: _____
Name: _____
Its: _____

GRANTEE:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 
Name: KEN A BROWN
Its: Duly Authorized Signatory

**Schedule 1
to
Trademark
Security Agreement**

U.S. Trademark Registrations

HOLDER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Kranson Industries, Inc.	APOLLO	2871420	October 10, 2004
Kranson Industries, Inc.	BECAUSE OUR OPTIONS MAKE THE DIFFERENCE	2968654	July 12, 2005
Kranson Industries, Inc.	CALIBER	2057779	April 29, 1997
Kranson Industries, Inc.	KRANSON INDUSTRIES	1887607	April 4, 1995
Kranson Industries, Inc.	OPTIONS AND DESIGNS	3059473	February 14, 2006
Kranson Industries, Inc.	PACKAGING WEST AND DESIGN	3010791	November 1, 2005
Kranson Industries, Inc.	QUEST	2789904	December 2, 2003
Kranson Industries, Inc.	RAPIDFIND	2563782	April 23, 2002
Kranson Industries, Inc.	SERVING A SELECT FEW VERY WELL	1884116	March 14, 1995
Kranson Industries, Inc.	SILIQUE	2250898	August 4, 1997
Kranson Industries, Inc.	THE PACKAGING INDUSTRY'S ONLY SUPER DISTRIBUTOR	2404914	November 14, 2000
Kranson Industries, Inc.	THE SWAN	2789906	December 2, 2003
Kranson Industries, Inc.	TRICORBRAUN	2985084	August 16, 2005
Kranson Industries, Inc.	TRICORBRAUN	2376069	August 8, 2000
Kranson Industries, Inc.	TRICORBRAUN SPRAYGUARD	2761767	September 9, 2003
Kranson Industries, Inc.	TRP TOTAL RIGID PACKAGE AND DESIGN	2193356	October 6, 1998
Kranson Industries, Inc.	TRP TOTAL RIGID PACKAGE AND DESIGN	2193350	October 6, 1998
Kranson Industries, Inc.	WE PUT EVERYTHING INTO PACKAGING	1686943	May 12, 1992
Kranson Industries, Inc.	PROGRESSIVE PACKAGER	1185734	January 12, 1982

Foreign Trademark Registrations

HOLDER	MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
Kranson Industries, Inc.	RAPIDFIND	Canada	564,143	June 28, 2002

U.S. Trademark Applications

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Kranson Industries, Inc.	TRICORBRAUN DESIGN AND ENGINEERING AND DESIGN	78/695694	August 18, 2005
Kranson Industries, Inc.	CALIBER WINE PAK AND DESIGN	78/548659	January 17, 2005
Kranson Industries, Inc.	CALIBERWINEPAK	78/548627	January 17, 2005

Foreign Trademark Applications

None

State Trademark Registrations

None

CH2\ 1487378.2