

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
Royal Box Group, LLC		06/01/2007	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2286626	THE ROYAL GROUP	
Registration Number:	1953648	CONTINENTAL CONCEPTS	
Registration Number:	1931179	ROYAL CONTINENTAL BOX COMPANY	
Registration Number:	1044855		
Registration Number:	2089147	SHUR LOCK	
CORRESPONDENCE DATA			
Fax Number:	(312)551-1101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jherzog@pfs-law.com		
Correspondent Name:	Jordan Herzog c/o Patzik Frank & Samotny		
Address Line 1:	150 S. Wacker Drive, Suite 1500		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	3421-003		

CH \$140.00 2286626

NAME OF SUBMITTER:	Jordan Herzog
Signature:	/Jordan Herzog/
Date:	06/14/2007
Total Attachments: 6 source=ExecutedPatentAndTrademarkSecurityAgreement#page1.tif source=ExecutedPatentAndTrademarkSecurityAgreement#page2.tif source=ExecutedPatentAndTrademarkSecurityAgreement#page3.tif source=ExecutedPatentAndTrademarkSecurityAgreement#page4.tif source=ExecutedPatentAndTrademarkSecurityAgreement#page5.tif source=ExecutedPatentAndTrademarkSecurityAgreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 1, 2007, by ROYAL BOX GROUP, LLC, an Indiana limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Bank").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to, and issue letters of credit for the account of, Grantor and pursuant to which such certain obligations owing to the Bank are secured.

C. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

D. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) 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 and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the 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 (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

Grantor shall have the duty to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in those registrations of the Trademark Collateral and Patent Collateral. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any part of the Trademark Collateral and Patent Collateral without the prior written consent of the Bank, which consent shall not be unreasonably withheld. From and after the occurrence of any Event of Default and while such Event of Default is continuing, Grantor shall not, without the consent of the Bank, which consent shall not be unreasonably withheld, bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark Collateral and Patent Collateral, in which event the Bank may, if necessary, be joined as a nominal party to such suit so long as the Bank is satisfied, in its reasonable determination, that such joinder will not subject it to any risk of liability. Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Bank in the fulfillment of any provision of this paragraph.

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent 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. Without limiting the generality of the foregoing, the Trademark Collateral and the Patent Collateral are deemed to be "Collateral" as such term is defined in the Loan Agreement. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Royal Box Group, LLC

By: 

Jack W. Schwarz, Manager

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: 

Name: Manas N. Athanikar

Title: Vice President

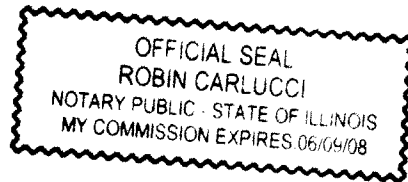
*Signature Page to Patent & Trademark
Security Agreement*

**TRADEMARK
REEL: 003561 FRAME: 0359**

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 1st day of June, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Robin Carlucci
Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
The Royal Group	75/444,391	2,286,626	3-4-1998	10-12-1999
Continental Concepts	74/488,665	1,953,648	2-10-1994	1-30-1996
Royal Continental Box Company	74/567,425	1,931,179	8-29-1994	10-31-1995
Royal Continental Box Logo	67,423	1,044,855	10-30-1975	7-27-1976
Shur Lock and Design	75/140,312	2,089,147	7-26-1996	8-19-1997

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Patent	Patent Application Number	Date Patent Issued	Date of Patent Application
Collapsible Carton	US 7,055,734 B2	6-6-2006	6-2-2006