

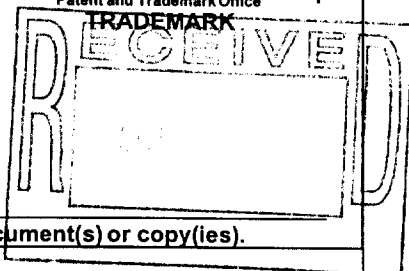
10-28-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office



MMD
10-25-99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger Change of Name
- Other Collateral Assignment of Trademarks

Conveying Party

Mark if additional names of conveying parties attached

Name Russell-Field Paper Company, Inc. Execution Date
Month Day Year 10 12 99

- Formerly
- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name LaSalle Bank National Association

- DBA/AKA/TA
- Composed of
- Address (line 1) 135 S. LaSalle Street
- Address (line 2)
- Address (line 3) Chicago Illinois, U.S.A. 60603
City State/Country Zip Code
- Individual General Partnership Limited Partnership Corporation Association
 - Other National Bank Association
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/26/1999 DNGUYEN 00000192 75504193

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 50.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001980 FRAME: 0959

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael L. Weissman
Name of Person Signing

Michael L. Weissman
Signature

Oct. 21, 1999
Date Signed

**Schedule A to Collateral Assignment
of Trademarks from Russell-Field Paper Company, Inc.
to LaSalle Bank National Association**

<u>United States Trademark</u>	<u>Date of Application</u>	<u>Serial No./ Reg. No.</u>
Glacial White	June 17, 1998	75-504,193
Lumbertuff	June 17, 1998	75-504,192
Dynafoil	August 17, 1979	1,186,655

COLLATERAL ASSIGNMENT OF TRADEMARKS

This Collateral Assignment of Trademarks ("Agreement") is made this 12TH day of October, 1999 between Russell-Field Paper Company, Inc., an Illinois corporation whose address is 2821 Grant Street, Bellwood, IL 60104 ("Assignor"), and LASALLE BANK NATIONAL ASSOCIATION whose address is 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender").

WHEREAS, Assignor and Lender have executed and delivered a certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), pursuant to which Lender will provide financial accommodation to Assignor; and

WHEREAS, Assignor desires to provide Lender with additional security in consideration of loans made or to be made to it by Lender;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Liabilities (as defined in the Loan Agreement), Assignor hereby collaterally assigns and conveys to Lender, as security in order to secure any and all obligations and indebtedness of Assignor described in the Loan Agreement and for collateral purposes, and grants to Lender a security interest in and to all of Assignor's now owned or existing and hereafter acquired or arising trademarks and trademark applications, including, without limitation, those listed in Schedule A hereto, and any registrations and applications for registration thereof including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all royalties, continuations, renewals, extensions and goodwill associated therewith (collectively called the "Trademarks"). The assignment is given as collateral to secure payment in full of all Liabilities of Assignor in accordance with the Loan Agreement.

2. Assignor covenants and warrants that:

(a) Assignor is using the Trademarks in its business, and will continue to use the Trademarks in its business;

(b) To the best of Assignor's knowledge, and except as otherwise disclosed to Lender in the Loan Agreement, each of the Trademarks is valid and enforceable and Assignor has notified Lender in writing of all licenses or other uses of the Trademarks (including public uses and sales) of which it is aware;

(c) Except as otherwise disclosed to Lender in the Loan Agreement, Assignor is the sole and exclusive owner of the unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, collateral assignments, mortgages or other encumbrances, including without limitation licenses and covenants by Assignor not to sue third persons;

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(e) Assignor has granted to Lender, in the Loan Agreement and in this Agreement, sufficient interest in the Trademarks, the associated goodwill, and in such other assets of Assignor to allow Lender, if necessary, to insure the continuity of usage of the Trademarks in accordance with their current use.

3. Assignor agrees that, until all of Assignor's Indebtedness has been satisfied in full, it will not enter into any agreement (for example, an exclusive license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. Assignor authorizes Lender to modify this Agreement by amending Schedule A hereto to include any future trademarks and trademark applications as defined under paragraph 1, and to take appropriate steps to record or file such changed Schedule A with the appropriate public offices.

5. To the extent that Lender's interest in the Trademarks may be construed as other than a security interest, and there shall have occurred no Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in the Trademarks. Assignor may grant licenses and sublicenses to the Trademarks in the ordinary course of its business, provided no Default has occurred under the Loan Agreement and provided that each licensee or sublicensee agrees in writing to be bound by this Agreement as if it were a party hereto, and agrees

that any interest it may have in the Trademarks will be subordinate to that of Lender.

6. If any Default shall have occurred and the Liabilities have been accelerated, and all applicable grace or cure periods provided by the Loan Agreement have expired, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or at a commercially reasonable private sale or otherwise realize upon, the whole or from time to time any part of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and attorney's and paralegal's fees), shall apply the residue of such proceeds toward the payment of Assignor's Indebtedness. Any remainder of the proceeds after payment in full of the Indebtedness shall be paid over to the Assignor. At least ten (10) days notice of any sale or other disposition of the Trademarks shall be given to Assignor pursuant to the Uniform Commercial Code of Illinois, before any public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks, free from any right of redemption on the part of Assignor, which right is hereby waived and released. In addition, to the extent that Lender's interest herein is construed as other than a mere security interest, on the occurrence of a Default under the Loan Agreement and acceleration of the Liabilities, the license under the Trademarks as set forth in paragraph 5 of this Agreement shall immediately terminate.

7. At such time as Assignor shall satisfy in full all of the Indebtedness, Lender shall execute and deliver to Assignor all instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks.

8. Any and all out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto, and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or for otherwise protecting, maintaining, preserving the Trademarks, or in

defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the rate stipulated in the Loan Agreement.

9. If Assignor shall have or shall develop any trademark which is used in interstate commerce or which is otherwise registerable or protectable under the trademark laws of the United States of America, and which Assignor, in the exercise of its good faith judgment, decides is commercially worthy of such registration, Assignor shall file all applications necessary to obtain a registered United States trademark, and said trademark application shall be added to Schedule A of this Agreement.

10. During the continuance of a Default (as defined in the Loan Agreement) and after the expiration of all applicable grace or cure periods, Lender shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Assignor shall at the request of Lender do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 10.

11. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 4.

15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Illinois.

WITNESS the execution hereof under seal as of the day and year first written above.

RUSSELL-FIELD PAPER COMPANY, INC.

By: John H. Field
Its: President

LASALLE BANK NATIONAL ASSOCIATION

By: Mark A. Maynard
Its: First Vice President

