

04-24-2003



Form PTO-1594 RE
(Rev. 03/01)
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Tab settings

102429340

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.

1. Name of conveying party(ies):
Elkay Plastics Co., Inc.

4.7.03

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: April 1, 2003

2. Name and address of receiving party(ies)
Name: Union Bank of California, N.A.

Internal Address:

Street Address: 200 Pringle Avenue, Ste. 260

City: Walnut Creek State: CA Zip: 94596

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1715579 1715580 1715578
1711612 2140942 1970305

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Winston & Strawn

Internal Address: Bryan Snyder, Paralegal

Street Address: 333 S. Grand Ave., 38th Floor

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
20-0052

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Bryan Snyder, Paralegal

Name of Person Signing

Signature

April 4, 2003

Date

Christine E Wilson

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

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

04/23/2003 BTOM11 00000094 200052 1715579

01 F: 8521 40.00 CH
02 F: 8522 125.00 CH

TRADEMARK
REEL: 002717 FRAME: 0097

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of April 1, 2003, is made by ELKAY PLASTICS CO., INC., a California corporation ("Grantor"), in favor of UNION BANK OF CALIFORNIA, N.A. ("Bank").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and between Grantor and Bank (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Bank has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Bank to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Bank to extend the financial accommodations as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to Bank this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Bank hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein. In addition, the following capitalized terms shall have the following respective meanings:

"Copyright License" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Patent License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“Patents” shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part, divisions or extensions thereof.

“Trademark License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

“Trademarks” shall mean all of the following now owned or existing or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the “Intellectual Property Collateral”):

2.1 all of Grantor’s Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

2.2 all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

2.3 all of Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

2.4 all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

2.5 all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

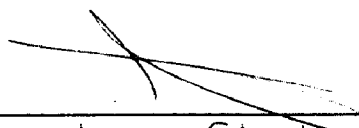
3. **Loan Agreement**. The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Bank pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens granted under this Agreement 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.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"


ELKAY PLASTICS CO., INC.

By: 
Name: Louis Chetlow
Title: President

Agreed to and Acknowledged by:

"Bank"

UNION BANK OF CALIFORNIA, N.A.

By: 
Name: Michael Lee
Title: VIC PRES. 0017

PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT

SCHEDULE I
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PART A
PATENTS

Patent License Agreement between Elkay Plastics Co., Inc. and Packaging Innovations.

PART B
TRADEMARKS

Trademark	Registration No:
PLASTRONIC	1715579
'LECTRO STAT	1715580
ELKAY	1715578
LK	1711612
KWIK-FILL	2140942
LAB-LOC	1970305

PART C
COPYRIGHTS

None.