

RECORD
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08-12-2003



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Morgan Stanley Senior Funding, Inc., as Administrative Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other National banking corporation

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Security Interest in Trademarks

Execution Date: August 8, 2003

2. Name and address of receiving party(ies):

Name: **Graphic Packaging Corporation**

Internal Address: _____

Street Address: 4455 Table Mountain Drive

City: Golden State: CO ZIP: 80403

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation 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)

See Attached Continuation of Item Four

B. Trademark Registration No.(s)

See Attached Continuation of Item Four

Additional number(s) attached? ☒ Yes ☐ No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

47

7. Total fee (37 CFR 3.41): _____ \$1,190.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account credit card

8. Deposit account number: _____

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

08/12/2003 DBYRNE 00000205 2406427

DO NOT USE THIS SPACE

01 FC: 0521 40.00 DP
02 FC: 0522 1150.00 DP

I, the undersigned, being 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.

Robyn Rahbar, Esq.
Name of Person Signing

Ray Tan
Signature

8/11/03
Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK
REEL: 002799 FRAME: 0975

Schedule A

Graphic Packaging Corporation – US Trademarks - Active

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
ALPINE	71/407715	06/21/38	374658	01/23/40
ALPINE	75/901633	01/24/00	2406427	11/21/00
COMPOSIGARD	74/568291	08/31/94	2166073	06/16/98
COMPOSIPAC	74/571091	09/08/94	1917909	09/12/95
D-MET	73/412987	02/10/83	1297540	09/25/84
E-COTE	74/561576	08/16/94	2182579	08/18/98
E-COTE PLUS	74/649379	03/21/95	2130904	01/20/98
FLIP-N-DIP	72/057734	08/25/58	681314	07/07/59
FRESH CATCH	76/044074	05/08/00	2616500	09/10/02
FRESH CUTS	76/043707	05/08/00	2569190	05/14/02
FRESHGARD	73/169686	05/08/78	1121443	07/03/79
FRESH-GARD	72/147897	06/28/62	749432	05/14/63
GRAFIPAK	73/372593	07/01/82	1279221	05/22/84
GRAPHIC PACKAGING CORPORATION	73/372594	07/01/82	1275638	05/24/84
GRAPHIC PACKAGING CORPORATION	76/210777	02/13/01	2578005	06/11/02
KANT LEEK	71/551120	03/03/48	525820	06/30/50
KOLD LOK	73/023993	06/12/74	1012922	06/10/75
KOLD LOK & Design	73/337179	11/16/81	1234571	05/12/83
LINERPRO	75/438960	02/23/98	2273850	08/31/99
LOC - ZIN	71/670415	07/22/54	606418	05/24/55
LOXOL	71/569578	11/29/48	524760	05/02/50
MARAVAC	72/254428	09/14/66	842260	01/16/68
MICROFLEX	74/004241	11/20/89	1629116	12/25/90
MICRO-RITE	74/251478	03/02/92	2058505	05/06/97
MINNI-MITE	72/194770	06/03/64	785563	02/23/65
MOISTITE	75/686530	09/28/87	1487557	05/10/88
PACESETTER	74/323954	09/20/90	1789356	08/24/93
PROCEFLEX	76/297330	08/07/01	2664499	12/17/02
QWIK CHECK	75/087785	04/15/96	2145231	03/17/98
QWIK CRISP	73/369529	06/14/82	1283374	06/26/84

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
QWIK CRUST	75/192993	11/04/96	2110723	11/04/97
QWIK WAVE	74/522445	05/02/94	2012325	10/29/96
RCS 2000	75/101572	05/07/96	2050869	04/08/97
RIDG-WEB	73/733657	06/13/88	1520907	01/17/89
SNOWFIBRE	73/545851	07/01/85	1379147	01/21/86
SUNBEAM	217134	07/10/25	213054	05/18/26
SUPER LINER	73/680547	08/24/87	1487242	05/03/88
TITE (Stylized)	71/458688	02/22/43	413384	04/24/45
TITE-PAK	74/614199	12/22/94	1939870	12/05/95
TUX	71/084277	10/30/59	699623	06/21/60
UNI/GLAZE STYLIZED	72/281,242	09/26/67	852,104	07/09/68
UNI/GLAZE II STYLIZED	73/388,780	05/04/93	1,909,285	08/01/95
UNI/GLOSS STYLIZED	72/281,243	09/26/67	852,105	07/09/68
UNI/GLOSS II STYLIZED	74/388,784	05/04/93	1,904,969	07/11/95
ZELCO	72/173743	07/25/63	781417	12/08/64
ZIP SERV	72/158501	12/05/62	774313	08/04/64

Graphic Packaging Corporation - US Trademarks - Pending

TRADEMARK	App. No.	Filing Date
MICRO RITE & Design	75/913579	09-Feb-00

Graphic Packaging Corporation - US Trademark Licenses

1. License Agreement, dated as of August 2, 1999, by and between Georgia-Pacific Corporation, as licensor, and Graphic Packaging Corporation, as licensee.
2. License Agreement, dated as of August 2, 1999, by and between Graphic Packaging Corporation, as licensor, and Georgia-Pacific Corporation, as licensee.
3. License Agreement, dated as of February 11, 1986, by and between Graphic Packaging Corporation, as licensee, and Great Lakes Press Corporation, as licensor, as amended by that Amendment Agreement, dated January 27, 1988, by and between Graphic Packaging Corporation, as licensee, and Gulf States Paper Corporation, as licensor.

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

App. No.
75/913,579

Reg. No.	Reg. No.	Reg. No.	Reg. No.
374,658	2,406,427	2,166,073	1,917,909
1,297,540	2,182,579	2,130,904	681,314
2,616,500	2,569,190	1,121,443	749,432
1,279,221	1,275,638	2,578,005	525,820
1,012,922	1,234,571	2,273,850	606,418
524,760	842,260	1,629,116	2,058,505
785,563	1,487,557	1,789,356	2,664,499
2,145,231	1,283,374	2,110,723	2,012,325
2,050,869	1,520,907	1,379,147	213,054
1,487,242	413,384	1,939,870	699,623
852,104	1,909,285	852,105	1,904,969
781,417	774,313		

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of August 8, 2003, from Morgan Stanley Senior Funding, Inc. as Administrative Agent, a national banking corporation located at 1585 Broadway, New York, NY 10036 (the "Administrative Agent"), to Graphic Packaging Corporation (the "Grantor"), a Delaware corporation with its principal place of business located at 4455 Table Mountain Drive, Golden, Colorado 80403 (capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of February 28, 2002, among the Grantor, the Parent, the Lenders, Credit Suisse First Boston and the Administrative Agent).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 28, 2002, made by the Grantor in favor of the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Administrative Agent in certain Trademark Collateral (as hereinafter defined); and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on March 20, 2002, at Reel 2467, Frame 0332; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule A hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and

applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

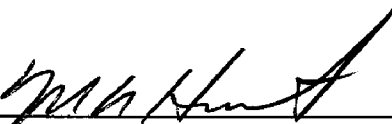
2. Release of Security Interest: The Administrative Agent, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MORGAN STANLEY SENIOR
FUNDING, INC.,
as Administrative Agent

By: 
Name: Michael A Hart
Title: vice president

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