

08-04-2000

FORM PTO-1595
(Rev. 6-93)

RECO



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101423508

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

1. Names of conveying party:

SUPREME CORQ, INC. *MS 7.6.00*

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party:

Name: GROUP OF INDIVIDUALS

Internal Address: C/O STEPHAN H. COONROD
PRESTON, GATES & ELLIS LLP

Street Address: 701 FIFTH AVENUE, SUITE 5000

City: SEATTLE State WA

Zip: 98104-7078

Additional names & addresses attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Dates:

1) JUNE 8, 2000 4) _____
2) _____ 5) _____
3) _____ 6) _____

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

If this document is being filed together with a new application, the execution date of the application is _____.

A. Patent Application No(s). 09/495,446

B. Patent No(s). _____

Additional numbers attached? Yes No

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

Name: Seed Intellectual Property Law Group PLLC

Internal Address: THOMAS E. LOOP

Street Address: 701 Fifth Avenue, Suite 6300

City: Seattle State: WA ZIP: 98104-7092

6. Total number of applications and patents involved.....5

7. Total Fee (37 CFR 3.41):\$200

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-1090

08/03/2000 DNGUYEN 00000208 191090 09495446
01 FC:581 200.00 CH

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.

THOMAS E. LOOP *Thomas E. Loop* JULY 3, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 32

Attachment 1

List of Secured Parties

William H. Gates, III

Bruce McCaw

John McCaw

Craig Watjen

Jeff Harbers

Mark Callahan

Dennis Weibling

Robert Ratliffe

Stan McCammon

David Syre

Erik J. Anderson

Trademark

Docket Number	Status	Country	Registration Number	Reg Date
110116.201	Registered	US	1,912,553	8/15/95
110116.202	Registered	US	1,920,917	9/19/95
110116.203	Registered	US	1,912,552	8/15/95
110116.204	Registered	US	1,920,918	9/19/95
110116.205AU	Registered	Australia	656868	3/28/95
110116.207CA	Registered	Canada	482225	9/8/97
110116.208FR	Registered	France	95/564692	3/27/95
110116.209DE	Registered	Germany	39512972	1/10/96
110116.210IT	Registered	Italy	725224	9/23/97
110116.221NZ	Registered	New Zealand	280570	6/17/98
110116.212AR	Registered	Argentina	1589174	1/23/96
110116.213CL	Registered	Chile	458551	3/14/96
110116.214ZA	Registered	South Africa	95/09768	9/4/98
110116.216GB	Registered	United Kingdom	2106239	2/7/97
110116.217ES	Registered	Spain	2109710	2/20/98
110116.218PT	Registered	Portugal	325794	3/17/98
110116.219CT	Registered	European	605550	10/26/98
110116.220AU	Registered	Australia	740199	5/8/98
110116.211NZ	Registered	New Zealand	B247163	3/27/95
110116.222CL	Registered	Chile	508149	3/25/98
110116.223AR	Registered	Argentina	1695922	8/9/96
110116.224ZA	Pending	South Africa		7/31/97
110116.225	Pending	US		2/28/99
110116.226	Pending	US		2/28/99
110116.227	Published	US		1/31/99

Patents

Docket No.	Status	Country	Patent No.	Issue Date
110116.401	Transfer	US	5,496,862	5/5/95
110116.40101AU	Pending	Australia		4/30/99
110116.401AR	Granted	Argentina	250581	4/29/97
110116.401AU	Pending	Australia		10/31/95
110116.401BG	Pending	Bulgaria		10/31/95
110116.401BR	Pending	Brazil		10/31/95
110116.401C1	Transfer	US	5,480,915	1/2/96
110116.401C5	Transfer	US	5,692,629	12/2/97
110116.401C6	Transfer	US	5,710,184	1/20/98
110116.401C7	Transfer	US	5,855,287	1/5/99
110116.401C9	Allowed	US		8/31/98
110116.401CA	Pending	Canada	2161673	10/31/95

110116.401CL	Pending	Chile		5/5/95
110116.401CN	Published	China		10/31/95
110116.401CZ	Pending	Czech		10/31/95
110116.401EP	Pending	Europe		10/31/95
110116.401FI	Pending	Finland		10/31/95
110116.401HU	Published	Hungary		10/31/95
110116.401JP	Pending	Japan		10/31/95
110116.401KR	Pending	Korea		10/31/95
110116.401NO	Pending	Norway		10/31/95
110116.401NZ	Granted	New Zealand	266368	3/17/97
110116.401PC	Converted	US		5/31/94
110116.401PL	Granted	Poland	174561	1/29/98
110116.401RO	Pending	Romania		10/31/95
110116.401RU	Granted	Russia	2127699	8/7/98
110116.401SK	Pending	Slovakia		10/31/95
110116.401VN	Granted	Vietnam	903	5/27/99
110116.401X1	Pending	US		10/31/99
110116.402	Pending	US		6/30/98
110116.402P1	Converted	US		7/31/97
110116.403	Unfiled	US		12/31/97
110116.404	Pending	US		11/30/98
110116.404AR	Pending	Argentina		11/30/99
110116.404CI	Pending	US		11/30/99
110116.404CL	Pending	Chile		11/30/99
110116.404P1	NP-Filed	US		12/31/98
110116.404PC	Pending	US		10/31/99
110116.404ZA	Pending	South Africa		11/30/99
110116.405	Unfiled	US		5/31/99
110116.406	Pending	US		5/31/99
110116.407	Unfiled	US		9/30/99
110116.902	Pending	US		4/30/99

4(k(6)) Claims Against Intellectual Property

Anthony Smith Australia Pty Ltd (ASA) instituted proceedings against Supreme Corq on 20 October 1999, seeking a declaration from the Australian Federal Court that Supreme Corq's Australian patent number 691497 is invalid and each and all of the claims of the complete specification of that patent be revoked.

On 29 November 1999, Supreme Corq cross claimed against ASA for infringement of its patent in relation to ASA's manufacture, sale and distribution within Australia of its INTEGRA brand of synthetic closures.

SECURITY AGREEMENT

This Security Agreement, dated as of this 5th day of June 2000, is made by and between SUPREME CORQ, INC., a Washington corporation (the "Debtor" or "Company" or "Borrower") in favor of those persons set forth on Attachment 1 hereto (the "Secured Parties").

RECITALS

1. The Secured Parties have agreed, pursuant to the Common Stock and Warrant Purchase Agreement of December 15, 1997, as amended ("Stock Purchase Agreement"), to provide their guarantees in respect of qualifying credit facilities borrowed by Company.

2. The Company has secured a Four Million Dollar (\$4,000,000) term loan facility ("2000 BA Loan Facility"; unless the context otherwise requires, the 2000 BA Loan Facility shall include all renewals and refinancings of the same) from the Bank of America, N.A. ("BA"; unless the context otherwise clearly requires, BA shall include all successors and assigns of BA in respect of the 2000 BA Loan Facility) pursuant to a loan agreement dated December 30, 1999 between the Company and BA. The Secured Parties have agreed, in fulfillment of their above noted guarantee obligations in the Stock Purchase Agreement, to provide their guarantees in respect of the 2000 BA Loan Facility ("BA Guarantees").

3. Pursuant to Section 8.5 of the Stock Purchase Agreement, the Company has agreed to reimburse and indemnify the Secured Parties with respect to the guarantees provided by the Secured Parties, including, without limitation, with respect to the BA Guarantees (the reimbursement and indemnification obligation in respect of the BA Guarantees, the "BA Reimbursement Obligation").

4. As a condition to the granting of the BA Guarantees, the Company has further agreed to secure the BA Reimbursement Obligation with a grant of a security interest in all of the collateral of the Company, as further provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt of which are hereby acknowledged by Debtor, the Debtor hereby grants, agrees and covenants as follows:

1. Defined Terms. The following terms shall have the following respective meanings:

"BACF" means Bank of America Commercial Finance Corporation.

"Code" means the Uniform Commercial Code as adopted in Washington or other applicable jurisdictions.

"Collateral" shall mean all of the General Business Collateral and all of the Intellectual Property Collateral.

"General Business Collateral" means all of the following collateral and assets:

All of Debtor's property and interests in property, whether tangible or intangible, now owned or in existence or hereafter acquired or arising, wherever located, including Debtor's interest in all of the following:

(i) any right to payment for "Goods" (as defined below) sold or leased or for services rendered which is not evidenced by an instrument or chattel paper, whether or not it has been earned by performance ("Accounts");

(ii) all chattel paper, instruments and documents;

(iii) all things which are movable at the time Secured Parties' security interest attaches or which are fixtures (other than money, documents, instruments, "Investment Property" (as defined below), Accounts, chattel paper, "General Intangibles" (as defined below), or minerals or the like (including oil and gas) before extraction), including standing timber which is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, and growing crops ("Goods"), including without limitation the following:

(a) all Goods held for sale or lease or furnished or to be furnished under contracts of service, including all raw materials, work in process, finished goods, goods in transit and materials and supplies which are or might be used or consumed in a business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such Goods, and all products of the foregoing, and shall include interests in Goods represented by Accounts, returned, reclaimed or repossessed Goods and rights as an unpaid vendor;

(b) all Goods which are used or bought for use primarily in business (including farming or a profession) or by a person who is a non-profit organization or governmental subdivision or agency and which are not Inventory, farm products or consumer goods, including all machinery, molds, machine tools, motors, furniture, equipment, furnishings, fixtures, trade fixtures, motor vehicles, tools, parts, dies and jigs, and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to, or spare parts for, any of the foregoing;

(c) all farm products, and

(d) all consumer goods;

(iv) all securities, whether certificated or uncertificated, securities entitlements, securities accounts, commodity contracts and commodity accounts ("Investment Property");

(v) all general intangibles ("General Intangibles"), including without limitation all books and records pertaining to property and interests in property in or upon which a security interest has been granted to Secured Parties and other business and financial records in the possession of Debtor or any other person, inventions, designs, drawings, blueprints, names, trade names, trade secrets, goodwill, registrations, licenses, franchises, customer lists, security and other deposits, causes of action and other rights in all litigation presently or hereafter pending for any cause or claim (whether in contract, tort or otherwise), and all judgments now or hereafter

arising therefrom, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, internet addresses, proprietary information, purchase orders, and all insurance policies and claims (including life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, letters of credit, banker's acceptances and guaranties, computer programs, discs, tapes and tape files in the possession of Debtor or any other person, claims under guaranties, security interests or other security held by or granted to Debtor, all rights to indemnification and all other intangible property of every kind and nature;

(vi) all deposit accounts and money;

(vii) all proceeds and products of all of the foregoing (including proceeds of any insurance policies, proceeds of proceeds and claims against third parties for loss or any destruction of any of the foregoing); and

(viii) all books and records relating to any of the foregoing.

All terms used above, unless otherwise indicated, shall have the meanings provided by the Code, to the extent such terms are defined therein.

General Business Collateral shall however not be deemed to include the Intellectual Property Collateral.

"Intellectual Property Collateral" means the following described property, wherever located, now or hereafter acquired:

(a) all molds and associated tools, parts, documentation, warranties, and dies, directly related to molds of or used by the Borrower, and any interest of Borrower in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) all trademarks and service marks, both registered and unregistered, both applied for and issued, of or used by Borrower, all trade dress, including logos and designs, in connection with which any such marks or the products of the Borrower are used, all registrations and applications regarding any such marks and the rights to renewals thereof, the goodwill of the business of Borrower symbolized by any such marks, all trademark, service mark and trade dress license and other agreements, both pursuant to which Borrower acquires rights to use any of the foregoing types of property and pursuant to which Borrower grants to third parties rights to use any of the foregoing types of property, and any interest of Borrower in any of the foregoing types of property;

(c) all patents (of all types, including, without limitation, utility patents, design patents, and process patents), both applied for and issued, of or used by Borrower, all inventions and other proprietary property or technology, both registered and unregistered, of or used by Borrower, all substitutions, continuations, and divisions of patents, both applied for and issued, of or used by Borrower, all patent, invention, and technology license and other agreements, both pursuant to which Borrower acquires rights to use any of the foregoing types of

property or pursuant to which Borrower grants to third parties rights to use any of the foregoing types of property, any interest of Borrower in any of the foregoing types of property, and any settlement or license arrangement that the Borrower may enter into with either Nomaco or Neocork or their affiliates; the parties acknowledge that the patents and/or patent applications and registered trademarks and/or applications for registered trademarks may be listed on one or more schedules attached to one or more versions of this agreement filed with one or more patent offices or the equivalent;

(d) all copyrights, both registered and unregistered, both applied for and issued, of or used by Borrower, all works (within the meaning of the copyright laws) of or used by Borrower, all mask marks, both unregistered and registered, of or used by the Borrower, and all license and other agreements pursuant to which Borrower acquires rights to use any of the foregoing types of property or pursuant to which Borrower grants third parties rights to use any of the foregoing types of property, and any interest of Borrower in any of the foregoing types of property;

(e) all proprietary information and trade secrets with respect to Borrower's business, including without limitation schematics, manufacturing processes, supplier lists, know-how, and data, all of Borrower's computer programs and the information contained therein and all intellectual property rights with respect thereto, and all license and other agreements pursuant to which Borrower acquires rights to use any of the foregoing or pursuant to which Borrower grants third parties rights to use any of the foregoing;

(f) all other intellectual or industrial property rights of or used by the Borrower, of whatever form or nature, and all license and other agreements pursuant to which Borrower acquires rights to use any of the foregoing or pursuant to which Borrower grants to third parties rights to use any of the foregoing; and

(g) all substitutions, replacements, additions, accessions, proceeds, and products of or to any of the foregoing Intellectual Property Collateral, including, but not limited to, royalties, license fees, and other payments due under license and other such agreements in respect of any of the foregoing, claims of infringement in respect of the foregoing and damages on and other proceeds of such claims, and proceeds of insurance thereof.

"Intercreditor Agreement" means the Intercreditor Agreement entered or to be entered into between BACF and the Secured Guarantors.

"Investor Representative" shall mean that person as defined and provided for in the Stock Purchase Agreement, as further explained and clarified in the letter agreement between the Company and the Secured Parties of December 23, 1999.

"1999 BACF Loan Facility" means the Nine Million Dollar (\$9,000,000) principal amount revolving loan facility provided by BACF to the Company pursuant to a certain Loan and Security Agreement dated December 30, 1999.

"Obligations" means the BA Reimbursement Obligation and all of the Company's obligations under this Security Agreement.

2. Reaffirmation of BA Reimbursement Obligation. Company reaffirms its indemnity and reimbursement obligations in respect of guarantees provided by Secured Parties, as set forth at Section 8.5 of the Stock Purchase Agreement, and all of the provisions of the Stock Purchase Agreement with respect to such indemnification and reimbursement obligation (the foregoing reference is without prejudice to the effectiveness of this Security Agreement), and acknowledges, agrees and reaffirms that such obligations extend to the BA Guarantees. Secured Parties reaffirm their duties and obligations as set forth in Section 8 of the Stock Purchase Agreement, and all of the provisions of the Stock Purchase Agreement with respect to Section 8 (the foregoing reference is without prejudice to the effectiveness of this Security Agreement).

3. Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Obligations, including without limitation, the BA Reimbursement Obligation, the Debtor hereby sells, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Parties, and grants to the Secured Parties a security interest in, all of the Debtor's right, title and interest in, to and under all of the Collateral.

4. Further Warranties and Covenants of Debtor. Except as provided in the Disclosure Schedules attached hereto as Schedule A (the parties agree that Schedule A may be omitted from this Agreement when filed in public offices without affecting the validity or effectiveness of this Agreement or such act of filing). Debtor hereby warrants and covenants to the Secured Parties:

(a) The Debtor is a corporation, duly organized and existing under the laws of the state of Washington.

(b) The execution and delivery of this Security Agreement is within the Debtor's corporate powers, has been duly authorized, is not in contravention of law or the terms of the Debtor's charter, bylaws or other incorporation papers, or of any indenture, agreement or undertaking to which the Debtor is a party or by which it is bound, including without limitation licenses for intellectual property and agreements with creditors of Debtor.

(c) Except for the security interest hereby granted to the Secured Parties and the security interest granted to BACF the subject of the Intercreditor Agreement, Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(d) Except for those in favor of the BACF, no financing statement, assignment for security purposes, or any other such instrument covering any of the Collateral is on file in any public office. Debtor's true and only name is "Supreme Corq, Inc." The location of Debtor's chief executive office and all other places of business are set forth on Schedule A attached hereto. Except as set forth on Schedule A, Debtor has not granted any licenses in or to the Intellectual Property Collateral. The Debtor shall immediately notify the Secured Parties in writing of any change in name, address, identity or corporate structure from that shown in this Security Agreement and shall also upon demand furnish to the Secured Parties such further information and shall execute and deliver to each Secured Party such financing statements and other documents in form satisfactory to such Secured Party and Debtor and shall do all such acts

and things as the Secured Parties may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no adverse liens or encumbrances (the security interests to BACF the subject of the Intercreditor Agreement hereby being excepted). The Secured Parties may at any time, and without further authorization from Debtor, file a carbon, photographic or other reproduction of any financing statement or of this Security Agreement or any assignment for security purposes or other such instruments for use as a financing statement, assignment for security purposes, or other such instrument under this Security Agreement. In connection therewith, the Secured Parties shall be entitled to attach to this Security Agreement one or more attachments of the type referenced in item (e) of the definition of "Intellectual Property Collateral." Debtor shall reimburse the Secured Parties for all costs and fees for the perfection and the continuation of the security interest in the Collateral.

(e) All Collateral is located only at a location set forth in Schedule A and Debtor agrees not to move Collateral from those locations without fifteen (15) days prior written notice to the Secured Parties, so long as such notice is sufficient to allow steps to be taken to perfect the security interests in any new jurisdiction. The identifiers (serial numbers) for the molds included in the Collateral is set forth at Schedule A. Debtor, upon request of Secured Party, shall deliver from time to time in form satisfactory to Secured Party, a schedule of real properties and a schedule of additional locations of Collateral hereafter acquired, including without limitation the following: (a) all real property owned or being purchased or leased or rented by Debtor; (b) all storage facilities owned, rented, leased, or being used by Debtor or any consignee of Debtor; and (c) all other properties where Collateral is or may be located. Secured Party may examine and inspect the Collateral at any time wherever located upon reasonable notice to Debtor and during Debtor's ordinary business hours. Debtor shall at all times maintain accurate records of Collateral and Secured Party may examine the records and may consult with Debtor and its accountants to determine Debtor's compliance with this Security Agreement.

(f) The Debtor shall keep the Collateral at all times insured against risks of loss or damage by fire, theft, and such other casualties as the Secured Parties may reasonably require, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as is commercially reasonable, losses in all cases to be payable to the Secured Parties and the Debtor and BACF as their interests may appear. All policies of insurance shall provide for at least thirty days' prior written notice of cancellation to the Secured Parties. The Debtor shall furnish the Secured Parties with certificates of such insurance or other evidence satisfactory to the Secured Parties as to compliance with the provisions of this paragraph. After a Default, as hereinafter defined, the Secured Parties may act as attorney for the Debtor in making, adjusting and settling claims under and canceling such insurance and endorsing the Debtor's name on any drafts drawn by insurers of the Collateral.

(g) (V) Except for (i) inventory sold, licensed or leased in the ordinary course of Debtor's business, (ii) Intellectual Property Collateral licensed in the ordinary course of Debtor's business (as hereafter defined and specified), (iii) accounts collected in the ordinary course of Debtor's business, and (iv) Licenses of Intellectual Property Collateral previously granted to Neocork or arising out of any future settlement, final judgment or final order in Debtor's litigation with Nomaco as disclosed on Schedule A, Debtor shall not sell, license or lease, offer to sell, license or lease, or otherwise transfer or dispose of the Collateral. While

Debtor is not in default under this Agreement, Debtor may use the Collateral and may sell, license or lease inventory on a non-exclusive basis, but only in the ordinary course and on the ordinary, arms-length terms and conditions of Debtor's business, which terms and conditions shall conform to customary trade and industry practices.

(W) Intellectual Property Collateral licensed in the ordinary course of debtor's business shall be with no up-front payments, or prepaid royalties, fees, or other consideration without the written consent of the Secured Parties Investor Representative, which written consent shall not unreasonably be withheld.

(X) Debtor may enter into exclusive licensing agreements of Intellectual Property Collateral in the ordinary course of Debtor's business without Secured Party's written consent only if such licenses are granted for territories outside the U.S.A., are limited to a defined geographic territory, have a specific license term no greater than 5 years, are with parties already actively involved in the wine business (or the business of supplying materials or equipment for the same) who are not affiliated with Debtor (except as specified below), and contain performance requirements, extending over the term of the license, as a condition for retained exclusivity. Debtor may also enter in exclusive licenses of the Intellectual Property Collateral for territories outside of the USA with joint ventures of which Debtor is a participant or partner as long as such joint ventures are formed with parties already actively involved in the wine business (or the business of supplying materials or equipment for the same), the term is no greater than five (5) years, the license and the joint venture is for a limited geographic territory, and Debtor grants to Secured Parties a first priority perfected security interest in Debtor's rights and interests in such joint venture pursuant to instruments and arrangements reasonably acceptable to the Investor Representative. In all other circumstances, the exclusive licensing of Collateral shall be subject to the written consent of the Investor Representative, which written consent shall not unreasonably be withheld or delayed.

(Y) Promptly following the execution of any license of the Intellectual Property Collateral, regardless of whether in the Debtor's ordinary course of business or not, Debtor shall provide a copy of such license agreement to Investor Representative.

(Z) A sale, license or lease in the ordinary course of Debtor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale.

Nothing in this Section 4(g) is intended to require Debtor to obtain Secured Party's prior consent in the event there is a future settlement with Nomaco, nor prohibit a Neocork arrangement pursuant to which Debtor may receive prepaid license fees or settlement payments in the amount previously agreed to by the parties or less.

(h) The Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance (the security interests to BACF the subject of the Intercreditor Agreement hereby being excepted) and in good order and repair, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon. The foregoing prohibition includes security interests even if junior in right to the security interest granted by this Security Agreement (the security interests to BACF the subject of the Intercreditor Agreement hereby being excepted). Unless

waived by the Secured Parties, all proceeds from any disposition of the Collateral not in the ordinary course of business (for whatever reason) shall be held in trust for the Secured Parties, and shall not be commingled with any other funds; provided, however, that this requirement shall not constitute consent by the Secured Parties to any sale or other disposition. Debtor shall not agree to any increase in the principal amount of the 1999 BACF Facility and shall not agree to any material amendment to or modification or waiver of the 1999 BACF Facility or the 2000 BA Facility or the related documents.

(i) The Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Security Agreement.

(j) The Debtor shall reimburse the Secured Parties for all expenses (including without limitation reasonable attorneys' fees and expenses) incurred by the Secured Parties, or any of them, in seeking to collect or enforce or protect any rights in any Collateral or any other right under this Security Agreement. Such fees include, without limitation, any fees incurred in connection with any bankruptcy proceeding or insolvency proceeding involving Debtor. All such expenses shall be secured by this Security Agreement and shall be deemed to constitute "Obligations" hereunder.

(k) With specific (not exclusive) reference to the Intellectual Property Collateral, in addition to all of the foregoing, Debtor covenants and agrees as follows:

(1) Debtor shall keep in effect, pay all royalties and fees, including but not limited to maintenance fees, file all affidavits of use, make all renewals or extensions, register for all new or enhanced rights now or hereafter arising under applicable laws, and take all other steps of every nature whatsoever necessary or advisable in the ordinary course of business and from time to time, to prevent the expiration or termination of, to create and to keep in full force and effect, all Intellectual Property Collateral and all licenses and rights relating thereto. In connection with the foregoing program and otherwise, Debtor shall take appropriate steps to protect the Intellectual Property Collateral from infringement. Notwithstanding the foregoing, the Borrower is free to make appropriate decisions regarding the renewal or extension of patents for jurisdictions outside of the United States, so long as any decisions not to renew or extend will not result in a material adverse effect upon the value of the Intellectual Property Collateral.

(2) Debtor shall immediately notify the Secured Parties of all material events involving the expiration, termination, loss of rights or any other impairment of Intellectual Property Collateral.

(3) Schedule A lists all applied for and issued patents of Debtor, and all applied for and registered trademarks, and other trademarks, of Debtor. Debtor acknowledges all of such items listed on Schedule A are included within the scope of the Intellectual Property Collateral. In accordance with the provisions of item (c) of the definition of "Intellectual Property Collateral," Schedule A's listing of applied for and issued patents and applied for and registered trademarks may be modified in connection with filings of this Security Agreement with one or more patent offices or the equivalent, by agreement between the Investor Representative and Debtor.

(4) Debtor agrees to execute from time to time a mortgage on or assignment for security purposes of the Intellectual Property Collateral, including but not limited to copyrights, trademarks, patents, and mask works, in such form(s) as may be required or advisable (in Secured Parties' discretion) from time to time under applicable laws, and further agrees to execute upon demand of the Secured Parties such federal, state or foreign intellectual property recordings, filings or assignments (for security) or the like, and to take whatever other actions are reasonably requested by the Secured Parties to perfect and continue the Secured Parties' interest in the Intellectual Property Collateral, to note the Secured Parties' interest upon any and all Intellectual Property Collateral as requested by the Secured Parties, and to deliver to the Secured Parties for possession by the Secured Parties all instruments, chattel paper, securities, documents and other Intellectual Property Collateral request by the Secured Parties.

(5) With respect to Intellectual Property Collateral being or to be developed by Debtor which is or becomes eligible for registration under copyright, patent, trademark, mask work or other intellectual property registration schemes, upon reasonable request of Secured Parties, Debtor agrees to register (1) each module or element of the work as soon as such module or element becomes eligible for registration, and (2) each completed work immediately upon completion. Debtor also agrees to execute a mortgage or assignment for security purposes in substantially the form as provided in connection with execution of this Security Agreement, or such other form as may be reasonably requested by Secured Parties with respect to each such module, element and completed work and with respect to all future applications for registrations Debtor may in the future make with respect to the Intellectual Property Collateral. Debtor agrees to notify Secured Parties of future applications for registration Debtor may make in respect of the Intellectual Property Collateral, which notification shall be made reasonably promptly after the applications are made.

(6) Except with respect to claims disclosed on Schedule A, Debtor represents and warrants to Secured Party that there are no claims of any nature affecting or that could affect the authority or rights of Debtor in or to the Intellectual Property Collateral or the right of Debtor to make, use, reproduce, display or perform (publicly or otherwise), modify or prepare derivative works, record, transmit, sell, offer to sell or distribute, license, lease, assign or encumber, import, or otherwise dispose of the inventory currently produced by the Debtor, as sold by Debtor in the locations currently sold in by Debtor, or Intellectual Property Collateral or to quietly enjoy the Intellectual Property Collateral and inventory, or the operation of Debtor's business as currently operated, including but not limited to claims of infringement of any of the Intellectual Property Collateral or claims regarding copyright or patent abuse. Debtor shall indemnify, defend and hold harmless the Collateral and Secured Parties from and against any such claims whether now or hereafter existing. This subsection shall survive termination of this Security Agreement and all other Obligations.

(1) Except with respect to Supreme Corq Chile Limitada ("SCCL") and Emerald Packaging International Inc. ("EPI"), there are no subsidiaries, related entities or other equity interests in other companies or entities. Furthermore, neither SCCL nor EPI have, nor will have, any intellectual property or other material assets.

5. Additional Rights of Secured Parties. At their option, the Secured Parties may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by the Debtor, after having been requested so to do, to provide insurance satisfactory to the Secured Parties and may pay for the maintenance, repair, and preservation of the Collateral. Such payments and expenses (including without limitation, attorney's fees and expenses) paid by the Secured Parties with respect to the Collateral shall be deemed advanced to the Debtor by the Secured Parties, shall bear interest at the lower of the highest rate permitted under Washington law or the prevailing prime rate in Washington, as it may vary from time to time, plus 3% per annum, and shall be secured by this Security Agreement. To the extent permitted by applicable law, the Debtor agrees to reimburse the Secured Parties on demand for any payment made, or any expense incurred by the Secured Parties pursuant to the foregoing authorization. The foregoing obligations of Debtor shall be deemed "Obligations" for purposes of this Security Agreement.

6. Events of Default. The Debtor shall be in default under this Security Agreement upon the occurrence of any of the following events or conditions, which shall be referred to herein as a "Default": (a) default in the payment or performance of any of the BA Reimbursement Obligation or of any covenants or liabilities contained or referred to herein or in any of the other Obligations; (b) any warranty, representation or statement made or furnished to the Secured Parties by or on behalf of the Debtor proving to have been false in any material respect when made or furnished; (c) Debtor shall breach any of the covenants or obligations of Debtor in respect of the 1999 BACF Facility or the 2000 BA Facility or under any other agreement, contract, mortgage, instrument or commitment of or binding on Debtor or an "event of default" occurs under any of the foregoing; (d) the Company or BACF disavows, disaffirms or otherwise seeks to render ineffective the Intercreditor Agreement or the Intercreditor Agreement is determined in any manner to be ineffective or insufficient to carry out its intended purpose; (e) the occurrence of any event described at Section 8.1 of the Stock Purchase Agreement which requires a release of all guarantees provided by the Secured Parties pursuant to that Section 8.1; or (f) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property, assignment for the benefit of creditors, or filing a petition for relief under the United States Bankruptcy Code by the Debtor.

7. Remedies. Upon Default and at any time thereafter (such Default not having previously been cured), the Secured Parties at their option (i) may declare all of the BA Reimbursement Obligation secured hereby immediately due and payable, in which event, among other things, the Secured Parties may require the Debtor to pay immediately, irrevocably, and in full, all of the 2000 BA Loan Facility, and all obligations of Debtor to BA in respect thereof, whether for principal, interest, or prepayment or other costs (Debtor's obligations to make such payment shall for all relevant purposes be treated as an "Obligation" hereunder) and (ii) shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as the Debtor can give authority therefor, with judicial process, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the Secured Parties shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the

Collateral subject to the Debtor's right of redemption in satisfaction of the Debtor's obligations as provided in the Code, or the Secured Parties without removal may render the Collateral unusable and dispose of the Collateral on the Debtor's premises. The Secured Parties may require the Debtor to assemble the Collateral and make it available to the Secured Parties for possession at a place to be designated by the Secured Parties which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Parties will give the Debtor at least 5 days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Debtor shown at the beginning of this Security Agreement at least five days before the time of the sale or disposition. The Secured Parties may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, they may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by the Secured Parties, shall be applied in satisfaction of the BA Reimbursement Obligation and the other Obligations secured hereby. The Secured Parties will be obligated to account to the Debtor for any surplus realized on such disposition and the Debtor shall remain liable for any deficiency.

Debtor agrees that Secured Party's obligations regarding confidential intellectual property shall be met and that any disposition of confidential intellectual property (or at Secured Party's option, of any other Intellectual Property Collateral, shall be deemed commercially reasonable if in connection with any such disposition, Secured Party obtains from persons to whom it discloses the confidential intellectual property (or at its option, to whom it discloses other Intellectual Property Collateral), an agreement to treat such property as confidential information, subject to exceptions as Secured Parties may deem reasonable.

With respect to intangible Collateral with respect to which there is no tangible item of which to obtain possession, Debtor expressly agrees that Secured Party shall, upon Secured Parties giving notice of their intent to take possession of such collateral, automatically be deemed to have received possession upon any exercise by Secured Party of its rights under this Section 7, without however releasing Debtor on its liability for any deficiency following realization on such collateral.

Debtor further agrees that title to the Intellectual Property Collateral shall, upon Secured Parties giving notice of their intention to take possession of such collateral, automatically pass to Secured Party upon any exercise of its rights under this Section 7, including but not limited to title to all patents, trademarks, tradenames and trade styles, without however releasing Debtor of its liability for any deficiency following realization of such collateral.

8. Remedies Cumulative. The remedies of the Secured Parties hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Secured Parties so long as any part of the America Guarantee Obligation remain unsatisfied.

9. Debtor's Covenant to Pay Deficiency. Upon Default, if the sale or other disposition of the Collateral fails to satisfy the BA Reimbursement Obligation and other Obligations secured by this Agreement and the reasonable expenses of retaking, holding, preparing for sale, selling and the like, including reasonable attorney's fees and legal expenses incurred by the Secured Parties in connection with this Security Agreement or the Obligations it secures (Debtor is obligated to reimburse Secured Parties for all such expenses, which obligation is an "Obligation" under this Agreement), the Debtor shall be liable for any deficiency.

10. No Waiver of Defaults; Other Non-Waiver Provisions. No waiver by the Secured Parties of any Default shall operate as a waiver of any other Default or of the same Default on a future occasion. All rights of the Secured Parties hereunder shall inure to the benefit of their successors and assigns; and all obligations of the Debtor shall bind its successors or assigns. Company agrees and acknowledges that the provision of the BA Guarantees by the Secured Parties is not intended to constitute an admission with respect to any future guarantees requested by Company pursuant to the Stock Purchase Agreement, that the 2000 BA Loan Facility constituted a Qualifying Credit Facility under the Stock Purchase Agreement, that the proceeds of the 2000 BA Loan Facility were used in a manner contemplated by the Stock Purchase Agreement, or that the collateral and security positions contemplated by this Security Agreement or the Intercreditor Agreement were adequate for purposes of securing the BA Reimbursement Obligation.

11. Agreement Assignable. All rights of the Secured Parties in, to and under this Security Agreement and in and to the Collateral shall pass to and may be exercised by any permitted assignee pursuant to Section 8.2 of the Stock Purchase Agreement. The Debtor agrees that if the Secured Parties give notice to the Debtor of an assignment of said rights, upon such notice the liability of the Debtor to the assignee shall be immediate and absolute.

12. Benefit for Each Secured Party; Regarding Investor Representative. This Agreement, the security interest granted hereby, and the covenants of the Debtor herein are for the benefit of each Secured Party and each Secured Party shall be entitled to enforce the same on his own, without action of or effect on the other Secured Parties or their rights hereunder. However, by executing below, the Secured Parties agree not to make any demands, exercise any remedies, or grant any consents or waivers in conflict with the demands, exercise of remedies, or grants of consents or waivers made or being pursued by the Investor Representative, on behalf of the Secured Parties if (x) such demand, exercise of remedies or consent or waiver occurs in connection with the declaration of a Default or the pursuit of remedies after the occurrence and during the continuation of a Default and Investor Representative is acting in accordance with the instructions of a Super-Majority of the Secured Parties (as hereafter defined) or (y) such demand, exercise of remedies, consent or waiver occurs at other times and Investor Representative is acting in accordance with the instructions of a Majority of the Secured Parties (as hereafter defined). The Secured Parties hereby agree and acknowledge that the Investor Representative is authorized (i) to execute, on behalf of the Secured Parties, such amendments to this Security Agreement, and to all financing statements, assignment for security purposes, and other such instruments, as he may deem appropriate, (ii) give, on behalf of the Secured Parties, all consents and waivers under or in connection with this Security Agreement as he may deem appropriate, (iii) make, on behalf of the Secured Parties all demands that may be made under this Security

Agreement by the Secured Parties, (iv) execute, on behalf of the Secured Parties, such releases of security interests as he deems appropriate following payment in full of the 2000 BA Loan Facility and fulfillment by Company of its obligations under the BA Reimbursement Obligation and (v) declare a Default and exercise all remedies under this Security Agreement or in law or equity on behalf of the Secured Parties, provided that Investor Representative shall not (x) act on behalf of the Secured Parties with respect to the declaration of a Default or the pursuit of remedies after the occurrence and during the continuance of a Default unless a Super-Majority of the Secured Parties have instructed in writing the Investor Representative to so act or (y) act in all other circumstances if in contravention of the written instructions of a Majority of the Secured Parties. For purposes of permitting the Investor Representative to take any of the actions that the above allows him to take, the Secured Parties hereby designate the Investor Representative as their attorney-in-fact, which appointment shall be irrevocable and coupled with an interest. The provisions of Section 7.7 of the Stock Purchase Agreement entitled "Regarding Investor Representative," are incorporated herein by reference; for purposes of such incorporation, the phrase "to provide the approvals contemplated by this Section 7" in the first sentence of such section shall be deemed changed to "to provide the consents and to take the actions contemplated by this Security Agreement." For purposes of this Section, a "Majority of the Secured Parties" means those Secured Parties who hold a majority of the common stock in the Company held by all Secured Parties; a "Super-Majority of the Secured Parties" means those Secured Parties who holds 2/3rd or more of the common stock in the Company held by all Secured Parties. Without limiting the provisions of Section 7.7 of the Stock Purchase Agreement, or the above, Investor Representative shall have no liability for acts or omissions undertaken or made in good faith, even if such acts or omissions constitute negligence or gross negligence.

13. Captions. The captions in this Security Agreement have been inserted for convenience of reference only and in no way limit or amplify the provisions hereof.

14. Governing Law. This Security Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Washington.

15. Severability. If any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement.

16. Waiver of Conflict of Interest. By signing below, the Secured Parties waive any conflict of interest created by Preston Gates & Ellis LLP acting on behalf of the Secured Parties with respect to this matter and its representation of Bank of America (or affiliates thereof) on other matters and hereby reaffirm the waivers set forth in the conflict waiver letter of January 1998.

17. Entire Agreement; Amendment. This Security Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written.

Subject to the provisions of Section 11, this Security Agreement may not be amended or modified except by written agreement of the parties hereto.

18. Attorney's Fees. Debtor shall promptly pay any and all legal fees and expenses incurred by counsel to the Secured Parties in connection with this Security Agreement and related documents and agreements, including but not limited to all fees and expenses incurred in connection with negotiations of such documents and agreements. The foregoing obligation shall be deemed an Obligation under this Security Agreement.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

SUPREME CORQ, INC., a Washington corporation

By: Paula Mite
Its: Treasurer

AGREED TO AND ACKNOWLEDGED
BY SECURED PARTIES:

William H. Gates, III
Michael Hamann, President
William H. Gates, III

Bruce McCaw

John McCaw

Craig Watjen

Jeff Harbers

Mark Callahan

Dennis Weibling

Robert Ratliffe

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly delivered by its duly authorized officer as of the date first set forth above.

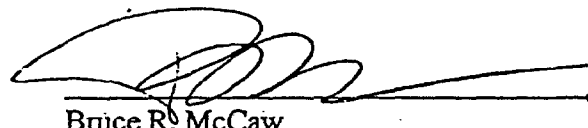
DEBTOR:

SUPREME CORQ, INC., a Washington corporation

By: _____
Its: _____

AGREED TO AND ACKNOWLEDGED BY SECURED PARTIES:

William H. Gates, III



Bruce R. McCaw

IN HIS SOLE AND SEPARATE CAPACITY

John McCaw

Craig Watjen

Jeff Harbers

Mark Callahan

Dennis Weibling

Robert Ratliffe

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

SUPREME CORQ, INC., a Washington corporation

By: _____
Its: _____

AGREED TO AND ACKNOWLEDGED
BY SECURED PARTIES:

William H. Gates, III

Bruce McCaw

* _____
John McCaw

Craig Watjen

Jeff Harbers

Mark Callahan

Dennis Weibling

Robert Ratliff

-15-

SI/P005 0011 & 150102 67900

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

SUPREME CORQ, INC., a Washington corporation

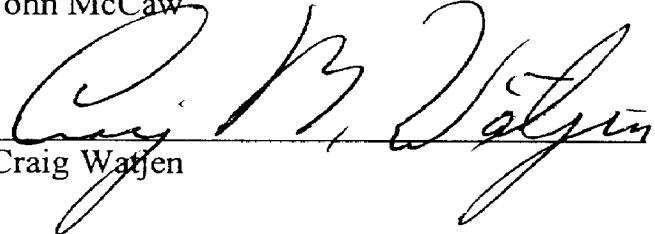
By: _____
Its: _____

AGREED TO AND ACKNOWLEDGED
BY SECURED PARTIES:

William H. Gates, III

Bruce McCaw

John McCaw



Craig Watjen

Jeff Harbers

Mark Callahan

Dennis Weibling

Robert Ratliffe

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

SUPREME CORQ, INC., a Washington corporation

By: _____
Its: _____

AGREED TO AND ACKNOWLEDGED
BY SECURED PARTIES:

William H. Gates, III

Bruce McCaw

John McCaw

Craig Watjen



Jeff Habbers

Mark Callahan

Dennis Weibling

Robert Ratliffe

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

SUPREME CORQ, INC., a Washington corporation

By: _____

Its: _____

AGREED TO AND ACKNOWLEDGED BY SECURED PARTIES:

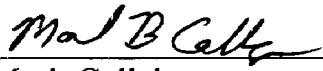
William H. Gates, III

Bruce McCaw

John McCaw

Craig Watjen

Jeff Harbers



Mark Callahan
9 19

Dennis Weibling

Robert Ratliffe

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

SUPREME CORQ, INC., a Washington corporation

By: _____
Its: _____

AGREED TO AND ACKNOWLEDGED
BY SECURED PARTIES:

William H. Gates, III

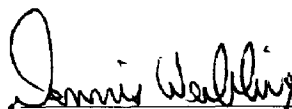
Bruce McCaw

John McCaw

Craig Watjen

Jeff Harbers

Mark Callahan



Dennis Weibling

Robert Ratliffe

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

DEBTOR:

SUPREME CORQ, INC., a Washington corporation

By: _____
Its: _____

AGREED TO AND ACKNOWLEDGED
BY SECURED PARTIES:

William H. Gates, III

Bruce McCaw

John McCaw

Craig Watjen

Jeff Harbers

Mark Callahan

Dennis Weibling



Robert Ratliffe

Stan McCammon

Stan McCammon

David Syre

Erik J. Anderson

Stan McCammon

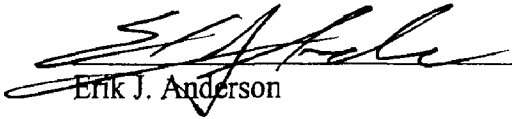
David R. Syre

David Syre

Erik J. Anderson

Stan McCammon

David Syre



Erik J. Anderson

Schedule A

4(c) Secured Interest in Property

1994 Nissan E50 Forklift
Safeline Leasing
60 payments of \$350.34
Bargain purchase option of \$1.00
June 1, 1997

1996 Nissan Electric Lift Truck model E50Y
Safeline Leasing
60 payments of \$401.63
Bargain purchase option of \$1.00
January 9, 1999

Bank of America Commercial Finance
First priority security interest in accounts receivable, inventory, equipment, and all other collateral
Second security interest in intellectual property collateral
Secured revolving line and equipment term loan
December 31, 2002

Guarantors of \$4.0 million dollar credit facility from Bank of America, N.A.
First priority security interest in intellectual property collateral
Second security interest in accounts receivable, inventory, equipment, and all other collateral
October 31, 2003

Guarantors of \$4.0 million dollar credit facility from Bank of America, N.A.
The Company has agreed to reimburse and indemnify the Secured Parties with respect to the guarantees provided by the Secured Parties, including, without limitation, with respect to the BA Guarantees (the reimbursement and indemnification obligation in respect of the BA Guarantees.

4(d) Chief Executive Office

5901 South 226th Street
Kent, WA USA 98032

4(d) Other Places of Business

Supreme Corq Chile Limitada
Avda. Nueva Tajamar 481 of. 801
Torre Norte
World Trade Center
Santiago, Chile

4(d) Licenses Granted in Intellectual Property Collateral

4(d) Licenses Granted in Intellectual Property Collateral

Nomaco

Neocork

4(d) License of technology:

None.

4(e) Collateral Location

Supreme Corq, Inc.
5901 South 226th Street
Kent, WA USA 98032

Supreme Corq Chile Limitada
Avda. Nueva Tajamar 481 of. 801
Torre Norte
World Trade Center
Santiago, Chile

Off-site Inventory Locations

Antwerp (custom, bonded)
Danzas Antwerp
Carina Lafosse
Anterpsebaan – tov Kaai 730
B-2040 Antwerpen

South Africa (custom, bonded)
Thrutainers
8 Moody Avenue
Epping Industrial
Capetown, South Africa

South America
ASESA
Joseph Peet
Chile Shipping Services SA
Oficina Comercial
Isidora Goyenechea 3600, Piso 7
Las Condes, Santiago Chile

Norvanco (custom, bonded)
Custom House Brokers
21902 64th Avenue South
Kent, WA 98032

4(e) Mold Serial Numbers

16 Cavity 45mm	#56940
16 Cavity 45mm	#61090
48 Cavity 45mm	#71990
48 Cavity 45mm	#77260
32 Cavity 45mm	#81430
64 Cavity 38mm	#82540
64 Cavity 38mm	#82540
64 Cavity 38mm	#85900
64 Cavity 38mm	#85900
32 Cavity T-Top	#79470

4(i) Taxes (Insert property tax summary)