



01-29-2001



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FORM PTO-1565

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

1-18-01

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

1. Name of conveying party(ies): CHESAPEAKE CORPORATION, CAPITOL PACKAGING CORPORATION, CHESAPEAKE DISPLAY AND PACKAGING COMPANY, CHESAPEAKE PACKAGING CO. & CONSUMER PROMOTIONS INTERNATIONAL, INC.

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

FIRST UNION NATIONAL BANK, as administrative agent

Internal Address: _____

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

3. Nature of conveyance:

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

Street Address: 201 South College Street

City: Charlotte State: NC ZIP: 28288

Execution Date: December 29, 2000

Additional name(s) & address(es) attached? Yes * No

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

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

Application Numbers:

Registration Numbers:

SEE ATTACHED LIST

SEE ATTACHED LIST

5325752

Additional numbers attached? Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: D.C. ZIP: 20006

6. Total number of applications and patents involved:

37

7. Total fee (37 CFR 3.41) \$1480.00

* Enclosed (Check No) 18973

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Robert E. Rude II
Name of Person Signing

[Signature]
Signature

January 18, 2001
Date

01/29/2001 DBYRNE 00000170 5325752

Total number of pages including cover sheet, attachments and documents : 10

01 FC:581

1480.00 OP

Item A. Patents — *SEE ATTACHED*

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Pending Patent Applications

<u>*Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Patent Applications in Preparation

<u>*Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Item B. Patent Licenses — *SEE ATTACHED*

<u>*Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

16966512.1 11201 1512E 00646867

Name	Patents	Trademarks	Copyrights
Chesapeake Corporation	<ol style="list-style-type: none"> 1. 5,325,752: Cutter instrument for precision cutting of rectangular shapes from a corrugated cardboard sheet¹ 2. 4,576,663: Order change method and apparatus for corrugator machine² 3. 6,135,033: Triangulated shelf display unit³ 	<ol style="list-style-type: none"> 1. 1993513: "Color-Box"³³ 2. 1988687: "Color-Box"³³ 3. 1822336: "Bay instrument and technology"³³ 4. 1818738: "Bay instrument and technology"³³ 5. 1704958: "Tri-Lite Plus"³³ 6. 1682915: "C-White"³³ 7. 1685541: "CFA Chesapeake Forestry Action"³³ 8. 1476840: "Tri-Lite"³³ 9. 1462779: "Dura-Corr"³³ 10. 1433413: "Flex-O-Glow"³³ 11. 1426587: "Chesapeake"³³ 12. 1447405: "Chesapeake"³³ 13. 0999471: "Oxy-Brite"³³ 14. 0896057: "Supewaterfinish"³³ 15. 0797809: "SWF"³³ 	<p>1. VA-208-054: Decorator bag²¹</p>
Cary St. Company (Cary Street Company)	-	-	-
Capitol Packaging Corporation	<ol style="list-style-type: none"> 1. 5,486,078: Reusable void filler and construction method therefore⁴ 2. 5,697,675: Portable Collapsible Stool⁴ 	-	-
Chesapeake Display and Packaging Company	<ol style="list-style-type: none"> 1. Design Patent 432,912: Box⁵ 2. Design Patent 433,630: Box⁵ 3. 4,929,116: Coupler assembly for connecting corrugated sheet material⁶ 4. 4,949,851: Collapsible display⁷ 5. Design Patent 319,940: Foldable tray unit for product merchandising display stand⁸ 	-	-

Name	Patents	Trademarks	Copyrights
	6. Design Patent 359,180: Display tray ⁶ 7. 5,611,438: Product display and display hook for use in same ⁹ 8. Design Patent 380,113: Can dispenser and holder ⁶		
Chesapeake Packaging Co.	1. Design Patent 328,810: Syringe collection container or the like ¹⁰ 2. Design Patent 351,345: Food container ¹⁰ 3. 5,771,548: Casket ¹¹ 4. 5,815,898: Casket ¹¹ 5. 5,862,847: Casket and method of manufacture ¹¹ 6. 5,960,978: Casket and method of manufacture ¹¹ 7. 6,131,253: Flat-lid for a casket ¹¹	-	-
Delmarva Properties, Inc.	-	-	-
Stonehouse Inc.	-	1. 1914017: "Stonehouse" ²³	-
Green Printing Company, Inc.	-	-	-
WTMI Company	-	-	-
Chesapeake Trading Company, Inc.	-	1. 2085873: "Chesapeake Trading Co. St. Michaels" ²⁴	-
Chesapeake Forest Products Company LLC	-	-	-
Consumer Promotions International, Inc.	1. 4,211,331: Merchandising display ¹² 2. Design Patent 378,642: Liquid dispenser ¹³ 3. 5,713,492: Mouthwash dispensing device ¹³	-	-
Dymont, Limited	1. Design Patent 295,815: Refrigerated	1. 1903492: "Rotocooler" ¹⁴	-

Name	Patents	Trademarks	Copyrights
Displayco, Inc. (Displayco East, Inc. & Displayco Midwest, Inc.)	dispenser display stand ¹⁵ 2. Design Patent 319,938: Artical display stand ¹⁴ 3. Design Patent 328,205: Display rack ¹⁶ 4. Design Patent 328,210: Display rack module ¹⁶ 5. Design Patent 335,048: Display stand ¹⁶ 6. Design Patent 335,049: Display stand ¹⁶ 7. Design Patent 335,050: Display stand ¹⁶ 8. Design Patent 337,511: Flange plate for a spool ¹⁶ 9. Design Patent 337,718: Interlock panel for a spool ¹⁶ 10. Design Patent 341,769: Spool ¹⁶ 11. Design Patent 352,147: Portable display cart ¹⁵	2. 0378474: "Celucote" ²⁵	
Rock City Box Co., Inc.	1. 4,420,947: Shelf support system ¹⁷ 1. 5,337,916: Dadoed and V-grooved box ¹⁹ 2. 5,427,309: Corrugated box with v-grooved wall ²⁰	- -	- -

¹ Chesapeake Corporation, Baltimore MD
² Chesapeake Corporation, West Point, VA
³ Chesapeake Corporation, Richmond, VA
⁴ Capitol Packaging Corp., Denver CO
⁵ Chesapeake Display & Packaging Europe, Noisy le Grand, France
⁶ Chesapeake Display and Packaging Company, Winston-Salem, NC
⁷ Chesapeake Display & Packaging Company, Winston-Salem, NC
⁸ Chesapeake Display and Packaging Company, West Des Moines, IA
⁹ Chesapeake Display & Packaging Company, Winston-Salem, NC
¹⁰ Chesapeake Packaging Company, Richmond, VA
¹¹ Chesapeake Packaging Company, Scranton, PA
¹² Consumer Promotions, Inc., White Plains, NY
¹³ Consumer Promotions, Inc., Mount Vernon, NY
¹⁴ Dymment Limited, Toronto, Canada
¹⁵ Dymment Limited, Ontario, Canada
¹⁶ Dymment Limited, Canada
¹⁷ Displayco Midwest, Inc., a division of Schiffenhaus Packaging Corporation, Sandusky, OH
¹⁸ Intentionally omitted
¹⁹ Rock City Box Company, Utica, NY
²⁰ Rock City Box Company, Inc., Utica, NY
²¹ Chesapeake Fiber Packaging Corporation

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2000, is made between CHESAPEAKE CORPORATION, a Virginia corporation, CAPITOL PACKAGING CORPORATION, a Colorado corporation, CHESAPEAKE DISPLAY AND PACKAGING COMPANY, an Iowa corporation, CHESAPEAKE PACKAGING CO., a Virginia corporation, CONSUMER PROMOTIONS INTERNATIONAL, INC, a New York corporation (each, a "Grantor", and collectively, the "Grantors"), and FIRST UNION NATIONAL BANK, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 15, 2000 (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Chesapeake Corporation (the "U.S. Borrower"), Chesapeake UK Acquisitions II plc ("U.K. Acquisitions II"), Chesapeake UK Acquisitions plc ("U.K. Acquisitions"), Chesapeake U.K. Holdings Limited ("U.K. Holdings"), Boxmore International plc ("Boxmore"), Field Group plc ("Field") and Chesapeake Europe, SAS (the "French Borrower" and together with the U.S. Borrower, U.K. Acquisitions II, U.K. Acquisitions, U.K. Holdings, Boxmore and Field, each sometimes referred to herein as a "Borrower" and, collectively, sometimes referred to herein as the "Borrowers"), the Lenders and the Administrative Agent, the Lenders, the Issuer and the Loan Note Guarantor have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Security Agreement, dated as of December 29, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of new, and to the continuation of existing, Credit Extensions under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions to the Borrowers pursuant to the Credit Agreement and (ii) the Secured Parties to enter into Rate Protection Agreements, the each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule I attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule I attached hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Patent Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the Grantors expense, execute and deliver to each Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

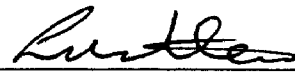
SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


CHESAPEAKE CORPORATION, a
Virginia corporation

By 
Title: TREASURER

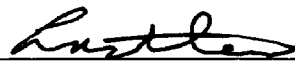
CAPITOL PACKAGING CORPORATION,
a Colorado corporation

By 
Title: TREASURER

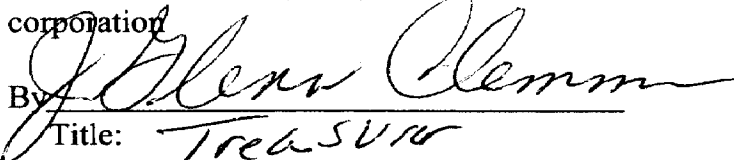
CHESAPEAKE DISPLAY AND
PACKAGING COMPANY, an Iowa
corporation

By 
Title: Treasurer

CHESAPEAKE PACKAGING CO., a
Virginia corporation

By 
Title: ASST TREASURER

CONSUMER PROMOTIONS
INTERNATIONAL, INC, a New York
corporation

By 
Title: Treasurer

FIRST UNION NATIONAL BANK,
as Administrative Agent

By _____
Title:

²² Intentionally omitted

²³ Stonehouse, Inc., Richmond, VA

²⁴ Chesapeake Trading Co., St. Michaels, MD

²⁵ The Dymment Company, Cleveland, OH (assignee of Dymment Ltd, Ontario)