

RE 4/15/02

04-15-2002

SHEET



12-21-01

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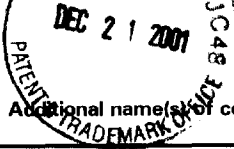
To the Honorable Commissioner

102055763

...ne attached original documents or copy thereof.

1. Name of conveying party(ies):

AKI, Inc.



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

2. Name and address of receiving party(ies)

Name Heller Financial Inc.

Internal Address: _____

Street Address: 500 West Monroe

City: Chicago State: IL ZIP: 60661

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

3. Nature of conveyance:

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

Execution Date: December 18, 2001

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 _____

A. Patent Application No.(s)
See he attached

B. Patent No.(s)
See he attached

Additional numbers attached? Yes No

0775 4975

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

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved:

20

7. Total fee (37 CFR 3.41) \$ 800.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

12/27/2001 6TON11 00000181 07754975

DO NOT USE THIS SPACE

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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 the original document.

Terese M. Scholl

Name of Person

Signature

December 19, 2001

Date

12

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

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

PATENT No.	Lawyer Ref	SERIAL No.	Date Filed	Issued	Assignee	Country	Descrption
3 M Patents							
5,288,214		07754,975	9/4/1991	12/7/1993	Meehan	USA	Fragrance sampler with protective treatment
4,986,557		07744,728	12/8/1989	1/29/1991	Meehan	USA	Fragrance sampling device
5,419,459		09065,843	5/21/1993	5/20/1995	Arcade Inc	USA	Reduced odor fragrance sampler
5,609,710		08145,189	5/26/1995	3/1/1997	Arcade Inc	USA	Reduced odor fragrance sampler
615578		65888,930	11/8/1990	8/2/1993	Arcade Inc	Australia	Fragrance Sampling Device
86,428		98429	11/27/1990	11/27/1994	Arcade Inc	Israel	Fragrance Sampling Device
872,685		2568,492	8/27/1992	1/28/1997	Arcade Inc	Australia	Fragrance sampler with protective treatment
842,359		92,918,600.4	8/27/1992	3/12/1997	Arcade Inc	EPO	Fragrance sampler with protective treatment
441,034		90,313,305.6	12/7/1990	5/7/1997	Arcade Inc	EPO	Fragrance Sampling Device
		90-20018	12/7/1990	Pending	Arcade Inc	Korea	Fragrance Sampling Device
		505528,183	8/27/1992	Pending	Arcade Inc	Japan	Fragrance sampler with protective treatment
		800015,994	5/27/1993	Pending	Arcade Inc	Japan	Reduced odor fragrance sampler
		80,914,212.1	5/27/1993	Pending	Arcade Inc	EPO	Reduced odor fragrance sampler
		2,116,342	8/27/1992	Pending	Arcade Inc	Canada	Fragrance sampler with protective treatment
		2028565	11/8/1990	Pending	Arcade Inc	Canada	Fragrance Sampling Device
		2,134,985	5/27/1993	Pending	Arcade Inc	Canada	Reduced odor fragrance sampler
		PI82,0844.9	8/27/1992	Pending	Arcade Inc	Brazil	Fragrance sampler with protective treatment
4,941,574	8811-021-599	07092,343	8/11/1989	7/17/1990	Meehan	USA	Package for Liquid Sample & an Associated Method for Packaging a Liquid Sample
4,998,821	8811-010-899	07528,829	5/22/1990	3/12/1991	Meehan	USA	Package for Liquid Sample & an Associated Method for Packaging a Liquid Sample
5,445,821		08138251	10/14/1993	8/29/1995	Arcade Inc	USA	Fragrance sampler & applicator with simulated container and removable cap
6,879,769		712,779	8/12/1995	3/9/1999	Arcade Inc	USA	Sampler device having a reinforced compartment & method of packaging sample material
8,074,589	8811-006-988	09211,804	12/15/1998	6/16/2000	Arcade Inc	USA	Method of applying sample material to a substrate [in vial claims]
8,250,049	8811-005-989	081189,966	11/10/1998	6/26/2001	Arcade Inc	USA	Sampler device having a reinforced compartment & method of packaging sample material [method]
8,328,069	8811-011-999	018873,424	8/13/1997	12/4/2001	Arcade Inc	USA	Fluid sampler pouch with internal supportive structure
	8811-060-968	090288,107	4/8/1999	Pending	Arcade Inc	USA	Method of making multiple miniature sample compartments
	8811-009-001	2,278,364	12/31/1999	Pending	Arcade Inc	Canada	Fluid sampler pouch with internal supportive structure
	8811-011-007	80730,998	12/13/1999	Pending	Arcade Inc	Australia	Fluid sampler pouch with internal supportive structure
	8811-011-008	89115819	12/13/1999	Pending	Arcade Inc	Mexico	Fluid sampler pouch with internal supportive structure
	8811-011-012	11-503332	12/13/1999	Pending	Arcade Inc	Japan	Fluid sampler pouch with internal supportive structure
	8811-011-037	PI9810248-4	12/13/1999	Pending	Arcade Inc	Brazil	Fluid sampler pouch with internal supportive structure
	8811-011-150		12/13/1999	Pending	Arcade Inc	Poland	Fluid sampler pouch with internal supportive structure
	8811-011-228	PCT/US9812443	8/12/1998	Pending	Arcade Inc	PCT	Fluid sampler pouch with internal supportive structure

AKD

Patent No.	Lawyer Ref	Serial No.	Date Filed	Issued	Assignee	Country	Description
8811-011-187	34192-10019	08255,280	08/19/94	08/19/94	Frag Tech Trust	USA	Fluid sampler pouch with internal supportive structure
8811-011-227	34192-10019	08255,280	08/19/94	08/19/94	Frag Tech Trust	USA	Fluid sampler pouch with internal supportive structure
8811-040-001	34192-10095	08083,810	4/21/97	3/23/1998	Frag Tech Trust	USA	Method of making multiple miniature sample compartments (Method claims)
8811-040-227	34192-10095	08086,219	4/23/1998	6/8/2000	RCC	USA	Method of making multiple miniature sample compartments (Method claims)
8811-040-227	34192-10167	08251,788	7/12/1999	2/8/2001	RCC	USA	Method of making multiple miniature sample compartments (Method claims)
8811-040-228	34192-10208	08158,872	8/5/2000	5/12/2001	RCC	USA	Method of making multiple miniature sample compartments (Method claims)
8811-024-001							Sampler and method of applying sample material to a substrate
8811-024-228							Sampler and method of applying sample material to a substrate
8811-004-001							Sampler device having a reinforced compartment & method of packaging sample material
8811-004-007							Sampler device having a reinforced compartment & method of packaging sample material
8811-004-008							Sampler device having a reinforced compartment & method of packaging sample material
8811-004-012							Sampler device having a reinforced compartment & method of packaging sample material
8811-004-037							Sampler device having a reinforced compartment & method of packaging sample material
8811-004-150							Sampler device having a reinforced compartment & method of packaging sample material
8811-004-187							Sampler device having a reinforced compartment & method of packaging sample material
8811-004-227							Sampler device having a reinforced compartment & method of packaging sample material
8811-004-228							Sampler device having a reinforced compartment & method of packaging sample material

Beaufort Bouquet

8-110-522

6-24-663

6-24-663-886

6-24-663-886

USA

888,288

0870685

84800923.7

1/24/1993

7/2/1998

Australia

Volatile liquid samplers

Volatile liquid samplers

Volatile liquid samplers

Arcade Marketing, Inc

PATENTS

Patent No.	Lawyer Ref	Serial No.	Date Filed	Issued	Assignee	Country	Description
5,637,401	34192-10019	08255,280	08/19/94	08/19/94	Frag Tech Trust	USA	Odorant Composition, Delivery System and Method
5,885,701	34192-10095	08083,810	4/21/97	3/23/1998	Frag Tech Trust	USA	Odorant Composition, Delivery System and Method - Division of 5,637,401
6,070,352	34192-10095	08086,219	4/23/1998	6/8/2000	RCC	USA	Hot Pour Product Sampler & Method of Making Using Bulk Thin Film App Tech
6,102,420	34192-10167	08251,788	7/12/1999	2/8/2001	RCC	USA	Method of Making a Cosmetic Sampler Using Bulk Thin Film App Tech
6,223,603	34192-10208	08158,872	8/5/2000	5/12/2001	RCC	USA	Hot Pour Product Sampler & Method of Making Using Bulk Thin Film App Tech
5,391,420	34192-10027B	2,192,388	12/6/1996	12/6/1996	Frag Tech Trust	Canada	Odorant Composition Delivery System and Method - (US Patent 5,637,401)
4,880,560	34192-10027A	PC7US9507302	8/7/1995	8/7/1995	Frag Tech Trust	PCT	Odorant Composition Delivery System and Method - (US Patent 5,637,401)
2,073,822	34192-10225	090811,988	7/7/2000	7/7/2000	RCC	USA	Odorant Composition Delivery System and Method - (US Patent 5,637,401)
525,530							Method of Making a Cosmetic Sampler Using Bulk Thin Film App Tech - Division of 5,953,865
5,391,420							Fragrance-laden pouch samplers and process for their manufacture
4,880,560							Perfume patch
2,073,822							Pouch perfume samplers and process for their manufacture
525,530							Pouch perfume samplers and process for their manufacture

PATENT

REEL: 012795 FRAME: 0939

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "**Agreement**") made as of this 18th day of December, 2001, by AKI, INC., a Delaware corporation ("**Grantor**") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, Agent and the financial institutions party thereto as Lenders thereto have entered into that certain Amended and Restated Credit Agreement of even date herewith (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement), pursuant to which Lenders have agreed to make loans and other financial accommodations to or for the benefit of Grantor; and

WHEREAS, it is a condition precedent to the making of loans and other financial accommodations to or for the benefit of Borrower by the Lenders that the Grantor execute and deliver this Agreement; and

WHEREAS, the Grantor has executed and delivered to Agent an Amended and Restated Security Agreement of even date herewith (as the same may be hereafter amended, supplemented, restated or otherwise modified and in effect from time to time, the "**Security Agreement**"), pursuant to which Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor arising under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement, Guaranty and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the, Grantor hereby grants to Grantee, for the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), whether now owned or existing and hereafter acquired or arising:
 - (i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof;and

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(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Warranties and Representations. Grantor warrants and represents to Grantee

that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Patent or enter into any other agreement with respect to any Patent, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement; provided, however, unless an Event of Default has occurred and is continuing, Grantor may grant licenses under the Patents in the ordinary course of its business.

5. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 5.

6. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Patents, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Patents or (ii) take any other actions with respect to the Patents as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the

60020132.3

use by Grantee of all Patents shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from Grantee to Grantor.

*- Remainder of Page Intentionally Left Blank –
[Signature Page Follows]*

60020132.3

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AKI, INC., a Delaware corporation

By: Bruce Prashker
Name: Bruce Prashker
Title: Vice President & Asst Secretary

ACKNOWLEDGED AND AGREED TO
as of the day and year first written above:

HELLER FINANCIAL, INC., a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____

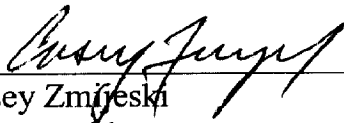
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AKI, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED TO
as of the day and year first written above:

HELLER FINANCIAL, INC., a Delaware
corporation, as Agent

By:  _____
Name: Casey Zmijewski
Title: Vice President

ACKNOWLEDGEMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On the 12th day of December, 2001, before me personally appeared Bruce Prashker, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is VP & Asst. Secy of AKI, Inc., a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Evelyn Muñoz
Notary Public

{Seal}

My commission expires:

EVELYN MUNOZ
Notary Public State of New York
No. 01MU6041897
Qualified in New York County
Commission Expires May 15, 2002

SCHEDULE I
DESCRIPTION OF PATENT INTERESTS

PATENT SECURITY AGREEMENT BY BORROWER

PATENT
REEL: 012795 FRAME: 0946

PATENT No.	Lawyer Ref	SERIAL No.	Date Filed	Issued	Assignee	Country	Description
3 M Patents							
6,268,214		07754,875	9/4/1991			USA	Fragrance sampler with protective treatment
4,986,557		070447928	12/8/1989			USA	Fragrance sampling device
5,419,959		09065,643	6/21/1993			USA	Reduced odor fragrance sampler
5,699,710		084451,880	5/26/1986			USA	Reduced odor fragrance sampler
615578		65066590	11/8/1990			Australia	Fragrance Sampling Device
86,428		98428	11/21/1990			Israel	Fragrance Sampling Device
872,685		2568192	8/27/1992			Australia	Fragrance sampler with protective treatment
842,359		92,91800,4	8/27/1992			EPO	Fragrance sampler with protective treatment
441,034		90,313305,6	12/7/1990			EPO	Fragrance Sampling Device
		90-20998	12/7/1990	Pending		Korea	Fragrance Sampling Device
		105628483	8/27/1992	Pending		Japan	Fragrance sampler with protective treatment
		60001694	5/27/1990	Pending		Japan	Reduced odor fragrance sampler
		93,914212,1	5/27/1993	Pending		EPO	Reduced odor fragrance sampler
		2,116,342	8/27/1992	Pending		Canada	Fragrance sampler with protective treatment
		2029665	11/8/1990	Pending		Canada	Fragrance Sampling Device
		2,134,885	5/27/1993	Pending		Canada	Reduced odor fragrance sampler
		102,0644,8	8/27/1992	Pending		Brazil	Fragrance sampler with protective treatment
4,941,574		077992,343	8/11/1989			USA	Package for Liquid Sample & an Associated Method for Packaging a Liquid Sample
4,998,021	8811-0211-599	071528,829	5/22/1990			USA	Package for Liquid Sample & an Associated Method for Packaging a Liquid Sample
5,445,821	8811-010-899	081138251	10/14/1993			USA	Fragrance sampler & applicator with simulated container and removable cap
6,879,769		742,779	3/12/1990			USA	Sampler device having a reinforced compartment & method of packaging sample material
6,071,569	8811-006-988	091211,904	12/15/1998			USA	Method of applying sample material to a substrate [method claims]
6,250,049	8811-055-999	081189,966	11/10/1998			USA	Sampler device having a reinforced compartment & method of packaging sample material
6,326,069	8811-011-999	081874,424	8/13/1997			USA	Fluid sampler pouch with internal supportive structure
		0811-048-950	4/8/1999	Pending		USA	Method of making multiple miniature sample compartments
		0811-009-001	12/9/1990	Pending		Canada	Fluid sampler pouch with internal supportive structure
		8811-011-007	12/13/1993	Pending		Australia	Fluid sampler pouch with internal supportive structure
		8811-011-009	9/9/1990	Pending		Mexico	Fluid sampler pouch with internal supportive structure
		8811-011-012	11-503332	Pending		Japan	Fluid sampler pouch with internal supportive structure
		8811-011-037	P1381924B-4	Pending		Brazil	Fluid sampler pouch with internal supportive structure
		8811-011-150	PCT/US88/12443	Pending		Poland	Fluid sampler pouch with internal supportive structure
		8811-011-228		Pending		PCT	Fluid sampler pouch with internal supportive structure

AKI



FEBRUARY 13, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

REEDFAX
TERESE M. SCHOLL
2001 JEFFERSON DAVIS HWY
SUITE 1207
ARLINGTON, VIRGINIA 22202



101926673A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101926673

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

- 1. DOCUMENT SUBMITTED IS NOT LEGIBLE FOR RECORDING PURPOSES.

The schedule is too small.

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED
15 MAR 2002
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