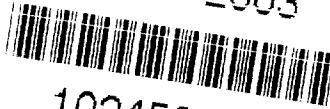


05-20-2003



102452561

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

1. Name of conveying party(ies):

VANGUARD PLASTICS, INC.

2. Name and address of receiving party(ies)

Name: Bank One, NA

Internal Address:

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Second Amendment to Security Agreement ☐ Change of Name (Intellectual Property)
- ☐ Other

Street Address:

111 Monument Circle, Suite 400

City: Indianapolis State: IN Zip: 46277

Execution Date: May 6, 2003

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:

A. Patent Application No.(s)

B. Patent No.(s)

5,074,674 (U.S.A.) issued

December 24, 1991

Additional numbers attached? ☐ Yes ☒ No

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

Name: Madalyn S. Kinsey, Esquire

Internal Address:

Street Address: Kroger Gardis &amp; Regas

111 Monument Circle, Suite 900

City: Indianapolis State: IN Zip: 46204

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ 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.

Madalyn S. Kinsey

Name of Person Signing

Signature

May 12, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

05/19/2003 TDI A21 00000005 5074674

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40.00 DP

PATENT  
REEL: 014066 FRAME: 0332

**SECOND AMENDMENT TO SECURITY AGREEMENT**  
**(INTELLECTUAL PROPERTY)**

ASSIGNOR: VANGUARD PLASTICS, INC.

ASSIGNEE: BANK ONE, NA, A NATIONAL BANKING ASSOCIATION, FORMERLY  
KNOWN AS BANK ONE, INDIANA, NA, AND AS BANK ONE,  
INDIANAPOLIS, NATIONAL ASSOCIATION  
BANK ONE CENTER/TOWER  
111 MONUMENT CIRCLE, SUITE 431  
P.O. BOX 7700  
INDIANAPOLIS, INDIANA 46277-101

SERIAL NUMBER	7-623290	FILING DATE	12/06/90
PATENT NUMBER	5,074,674	ISSUE DATE	12/24/91

**VANGUARD PLASTICS, INC.**, a Missouri corporation (the “Company”), and **BANK ONE, NA**, a national banking association, formerly known as Bank One, Indiana, NA, and Bank One, Indianapolis, National Association, (the “Bank”) being parties to that certain Security Agreement (Intellectual Property) dated December 15, 1992, and recorded with the United States Department of Commerce Patent and Trademark Office on January 15, 1993, at Reel/Frame 6514/0110, as amended (the “Agreement”), as amended by that certain Amendment to Security Agreement (Intellectual Property) dated as of November 20, 2000, hereby entered into this Second Amendment to Security Agreement (Intellectual Property) (this “Amendment”) in order to further amend the Agreement as follows.

1. The definition of Credit Agreement as defined in the first paragraph of the Agreement is hereby amended to mean that certain Third Amended and Restated Credit Agreement (the “Credit Agreement”) dated as of May 6, 2003, entered into by the Company and the Bank.

2. The paragraph on page 2 of the Agreement which begins with the words “For purposes of this Agreement...” is hereby amended and restated in its entirety to read as follows:

“For purposes of this Agreement, the Patents, Trademarks, Licenses, and Proprietary Information and the proceeds thereof shall be referred to collectively as the ‘Intellectual Property.’ For purposes of this Agreement, the term ‘Obligations’ shall mean all obligations of the company to the Bank of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitation, all of those obligations arising under the Credit Agreement, which obligations

include the obligations of the Company to the Bank to repay all advances made by the Bank to the Company under the 'Revolving Loan' in the maximum outstanding aggregate principal amount of \$22,500,000.00, and to repay all obligations of the Company to the Bank under the "Term Loan" in the original principal amount of \$22,500,000.00 and to reimburse the Bank for all drawings made under Letters of Credit (as all such terms are defined in the Credit Agreement). All of the Obligations, including those arising under the Credit Agreement, are secured as they now exist and as they may be increased or otherwise changed by any amendment to any instrument or agreement which now or hereafter evidences, secures or expresses terms applicable to any of the Obligations, including amendments to the Credit Agreement and any 'Loan Document' as that term is defined in the Credit Agreement."

All of the remaining terms and conditions of the Agreement shall remain in full force and effect as originally written, or if previously amended, as so amended.

3. **REAFFIRMATION**. By execution hereof the Company represents and warrants that no Event of Default as defined in Credit Agreement or the Agreement has occurred and is continuing as of the date hereof. Except as specifically modified hereby, all terms and provisions of the Agreement remain in full force and effect.

Dated as of May 6, 2003.

VANGUARD PLASTICS, INC., a Missouri corporation

By: William C. Seanor  
William C. Seanor, Vice President

BANK ONE, NA, a national banking association

By: Robert E. McElwain  
ROBERT E. McELWAIN FVP  
(Printed name and title)

STATE OF Texas )  
 )SS:  
COUNTY OF Dallas )

Before me, a Notary Public in and for the above County and State, personally appeared William C. Seanor, the Vice President of VANGUARD PLASTICS, INC., a Missouri corporation, who as such officer acknowledged the execution of the foregoing Second Amendment to Security Agreement (Intellectual Property) for and on behalf of said corporation this 5<sup>th</sup> day of May, 2003.

Signature: Elizabeth Ann Spitz

Printed: Elizabeth Ann Spitz  
Notary Public

My Commission Expires: 5/31/03

My County of Residence: Denton

STATE OF Indiana )  
 )SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for the above County and State, personally appeared Robert M. Edmunds, a First Vice President of BANK ONE, NA, a national banking association, who as such officer acknowledged the execution of the foregoing Second Amendment to Security Agreement (Intellectual Property) for and on behalf of said national banking association this 6<sup>th</sup> day of May, 2003.

Signature: Janet K. Smith

Printed: JANET K. Smith  
Notary Public

My Commission Expires: 9-7-08

My County of Residence: Marion

THIS INSTRUMENT PREPARED BY: Madalyn S. Kinsey, Esquire, KROGER, GARDIS & REGAS, L.L.P., Bank One Center/Circle, Suite 900, 111 Monument Circle, Indianapolis, Indiana 46204-5175, (317) 692-9000.