

RE 5/17/05

11-29-2004

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129/044

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DEPT. OF COMMERCE
and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>Smurfit-Stone Container Enterprises, Inc. Smurfit-Stone Container Corporation</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other </p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Deutsche Bank Trust Company Americas</u> Internal Address: _____ Address: _____</p> <p>Street Address: <u>90 Hudson Street, 1st floor</u> City: <u>Jersey City</u> State: <u>NJ</u> Zip: <u>07302</u></p> <p> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ </p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other </p> <p>Execution Date: <u>1 November 2004</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>see attached.</p>	<p>B. Trademark Registration No.(s)</p>
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Penelope Agodoa</u> Internal Address: <u>Federal Research Corporation</u> _____ _____</p> <p>Street Address: <u>1030 15th Street, NW</u> Suite 920</p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u></p>	<p>6. Total number of applications and registrations involved: 115</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>2890⁰⁰</u></p> <p> <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

Andrea Conis *Andrea Conis* 11/10/2004

 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

11/30/2004 6TON11 00000075 200269

01 FC:8521 40.00 OP
 02 FC:8522 2850.00 OP

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

Schedule II. Registered TrademarksSmurfit-Stone Container Enterprises, Inc.

<u>Trademark No.</u>	<u>Co.</u>	<u>Division</u>	<u>Description</u>
200,269	M	Corrugated	Manf. Stamp
275,550	S	Corrugated	PACKOMATIC
320,966	C	Corrugated	CONCORA
639,197	S	Corrugated	STONE-WALL
640,708	S	Spec. Pkg.	LUSTERGRIP
664,579	S	Corrugated	STONE-COR
664,580	S	Corrugated	STONE-COR
768,936	S	Corrugated	SEAL-WALD
769,413	C	Corrugated	CONCORA
771,581	C	Corrugated	PALAPAD
780,101	S	Corrugated	SEAL-SHEEN
780,238	S	Corrugated	FORCE FLOW
783,450	S	Corrugated	CORRU FRAME
797,809	SL	Corrugated	SWF
800,595	C	Corrugated	SEAL-GLO
806,953	C	Corrugated	CONCORA-CHEM
822,882	C	Corrugated	LINACOR
839,848	S	Corporate	S (Design)
843,059	M	Corrugated	POLAR-CORE
855,365	C	Corrugated	CONTAINERVAC
858,464	M	Corrugated	MEAD POLAR-CORR
861,217	C	Corrugated	PRODUCE-PAK
915,550	S	Corrugated	RAP-A-MAT
942,326	S	Corrugated	RAP-A-MAT
991,383	C	Corrugated	RC 100
999,471	SL	Corrugated	OXY-BRITE
1,049,009	S	Corporate	STONE (and Design)
1,057,592	S	Corporate	STONE
1,152,398	J	Corporate	SG (Words only)
1,279,828	C	Corrugated	LUG MASTER
1,280,718	A	Mill	ALDEX

<u>Trademark No.</u>	<u>Co.</u>	<u>Division</u>	<u>Description</u>
1,284,265	C	Corporate	CCA & Design
1,296,179	C	Corrugated	SECCAPRINT
1,301,620	C	Corrugated	STACCA
1,334,223	J	Corporate	SG & Design
1,335,491	C	Corrugated	DYNA STAK
1,364,462	S	Spec. Pkg.	CAP-SAC
1,387,873	S	Spec. Pkg.	KOOLERBAG
1,391,574	S	Corrugated	HYDROCORR
1,393,224	S	Corrugated	PREPRINT (and Design)
1,404,991	S	Corrugated	CORDECK
1,412,274	S	Spec. Pkg.	STONE-TITE
1,421,909	C	Corrugated	CONCORA MASTERPRINT
1,437,294	C	Mill	CORRMAX
1,444,099	S	Corrugated	STACKOR
1,449,648	S	Corrugated	CONDUCT COR
1,462,779	SL	Corrugated	DURA-CORR
1,476,840	SL	Corrugated	TRI-LITE
1,492,914	J	Con. Pkg.	DI-NA-CAL
1,495,091	C	Mill	CONCORA MASTERVAC
1,495,097	C	Mill	CONCORA MASTERWITE
1,516,386	J	Mill	MASTERCOAT
1,645,986	S	Corrugated	CORNERSTONE
1,647,891	S	Corporate	STONE CONTAINER CORPORATION
1,648,859	S	Corporate	STONE CONTAINER CORPORATION
1,649,531	S	Corporate	STONE CONTAINER CORPORATION
1,664,118	S	Con. Pkg.	KITCHEN MASTER
1,668,470	S	Corporate	STONE CONTAINER CORPORATION
1,671,519	S	Corporate	STONE CONTAINER CORPORATION
1,686,352	S	Corporate	STONE
1,691,495	J	Corrugated	ROLL CRADLE
1,717,973	S	Corporate	STONE CONTAINER CORPORATION
1,734,154	J	Reclamation	SMURFIT RECYCLING
1,758,313	S	Corrugated	CORDECK 4 & Design
1,804,465	J	Mill	MASTERBRITE
1,949,831	S	Con. Pkg.	THE YARD MASTER
1,982,563	S	Spec. Pkg.	SONI-LOK

<u>Trademark No.</u>	<u>Co.</u>	<u>Division</u>	<u>Description</u>
2,152,408	J	Corrugated	ANDERSOFT
2,164,255	S	Corrugated	CROSSDOCKER
2,168,308	S	Corrugated	CORDECOR
2,173,188	M	Corrugated	META
2,189,462	S	Spec. Pkg	SONI-SEAL
2,191,265	S	Corrugated	SKU-MASTER
2,220,613	S	Spec. Pkg.	PEEL-N-POUR
2,227,190	J	Corrugated	MIST WITE
2,297,083	S	Corrugated	YARNSPAK
2,360,665	J	Corporate	THE COMPLETE PACKAGE
2,363,457	J	Spec. Pkg.	TURF TUBES
2,370,346	S	Spec. Pkg.	PEEL PAK
2,395,397	IP	Corrugated	HARDFLUT
2,401,744	IP	Corrugated	SOFTFLUT
2,416,232	J	Con. Pkg.	PAPER CAN
2,562,559	S	Con. Pkg.	LITHOFLUTE
2,581,876	G	Corrugated	GRAFX-LAM
2,581,881	G	Corrugated	GRAFX-CORR
2,585,074	G	Corrugated	PAPERWISE
2,714,173	S		DESIGN BANK

II. Trademark Applications

Smurfit-Stone Container Enterprises, Inc.

Owner	TMID	Mark	Country	Apln. No.	Apln. Date	Status	Goods
SCC	2011073/US	YOUR PAPERBOARD SOLUTIONS COMPANY & Design	US	76/307795	31-Aug-2001	Pending	Class 16: corrugated paperboard blanks, paperboard packaging, containers and boxes
SCC	2011098/US	YOUR PAPERBOARD SOLUTIONS COMPANY	US	76/307794	31-Aug-2001	Pending	Class 16: corrugated paperboard blanks, paperboard packaging, containers and boxes
SCC	5769010426/US	SMARTDISPLAY	US	76/542566	5-Sep-2003	Pending	Class 16: rfid inventory control systems associated with dispensing containers and collapsible point-of-purchase displays, fabricated from paper, paperboard and/or corrugated paperboard material

Smurfit-Stone Container Corporation

Trademark

<u>No.</u>	<u>Co.</u>	<u>Division</u>	<u>Description</u>
2,406,399	SS	Corrugated	TUFF-TRAVELER
2,540,794	SS	Corporate	SMURFIT-STONE CONTAINER CORPORATION
2,540,795	SS	Corporate	SMURFIT-STONE CONTAINER CORPORATION
2,543,229	SS	Corporate	SMURFIT-STONE CONTAINER CORPORATION
2,543,230	SS	Corporate	SMURFIT-STONE CONTAINER CORPORATION
2,547,625	SS	Corporate	SMURFIT-STONE CONTAINER CORPORATION
2,576,409	SS	Corporate	SMURFIT-STONE CONTAINER CORPORATION
2,579,054	SS	Corporate	SMURFIT-STONE CONTAINER CORPORATION
2,677,299	SS	Corporate	SMURFIT-STONE
2,713,227	SS	Corrugated	DESIGN/BETTER/FASTER
2,786,934	SS	Corporate	CUSTOMER ONE and Design

Smurfit-Stone Container Corporation

Owner	TMID	Mark	Country	Apln. No.	Apln. Date	Status	Goods
SSCC	57690010505/US	PANAFLUFF	US	76/573689	28-Jan-2004	Pending	Class 1: bleached kraft pulp for use in the manufacture of absorbent paper products
SSCC	57690010506/US	PANASOFT	US	76/573041	28-Jan-2004	Pending	Class 1: bleached kraft pulp for use in the manufacture of absorbent paper products
SSCC	57690-010540/US/1	I2I	US	76/594911	28-May-2004	Pending	Class 42: design and consultation services in the field of designing, developing, fabricating, marketing, erecting, warehousing and transporting paper and plastic packaging and containers, corrugated containers, folding cartons, multiwall bags and trays; and the compilation and maintenance of container design specifications and computerized database for paper and plastic packaging and containers

							Class 42: design and consultation services in the field of designing, developing, fabricating, marketing, erecting, warehousing and transporting paper and plastic packaging and containers, corrugated containers, folding cartons, multiwall bags and trays; and the compilation and maintenance of container design specifications and computerized database for paper and plastic packaging and containers
SSCC	57690-010541/US/1	INOVATION TO IMPLEMENTATION	US	76/594910	28-May-2004	Pending	
SSCC		CORE STRUT *	US	76/423,410	20-Jun-2002	Pending	Class 16: paper tube used in connection with displays

*As determined by a search of the USPTO database.

TRADEMARK SECURITY AGREEMENT (U.S.) (this "Agreement") dated as of November 1, 2004, among SMURFIT-STONE CONTAINER CORPORATION ("SSCC"), SMURFIT-STONE CONTAINER ENTERPRISES, INC. ("SSCE"), the other Subsidiaries of SMURFIT-STONE CONTAINER CORPORATION from time to time parties hereto and DEUTSCHE BANK TRUST COMPANY AMERICAS ("DBTCA"), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of November 1, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SSCC, SSCE, Smurfit-Stone Container Canada Inc. ("SSC Canada" and, together with SSCE, the "Borrowers"), the Lenders from time to time parties thereto, JPMorgan Chase Bank, DBTCA, and Deutsche Bank AG, and (b) the Guarantee and Collateral Agreement (U.S.) dated as of November 1, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among SSCC, SSCE, the other Subsidiaries of SSCC from time to time parties thereto and DBTCA, as Collateral Agent. The Lenders and the Facing Agents have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. SSCC and the Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement, including the preamble and introductory paragraph hereto, and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does collaterally assign and pledge to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection

therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, including Sections 5-1401 and 5-1402 of Title 14 of the New York General Obligations Law but excluding all other choice of law and conflicts of laws rules thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SMURFIT-STONE CONTAINER
CORPORATION,

By

Name:

Title:

SMURFIT-STONE CONTAINER
ENTERPRISES, INC.,

by

Name:

Title:

JSC CAPITAL LLC,

By: SMURFIT-STONE CONTAINER
ENTERPRISES, INC.,

as Sole Member

by

Name: Jeffrey S. Beyerdorfer

Title: Vice President and Treasurer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent,

by

Name:

Title:


Gregory Shefrin
Director