

01-20-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 1.14.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Effective Date
Month Day Year

Other Release & Reassignment

Conveying Party

Mark if additional names of conveying parties attached

Name BT Commercial Corporation Execution Date
Month Day Year
 11 20 98

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Partnership Association

Receiving Party

Mark if additional names of receiving parties attached

Name Clear Shield National, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 1175 South Wheeling Road

Address (line 2)

Address (line 3) Wheeling IL 60090

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization Illinois

01/19/1999 TTON11 00000131 1201810

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 250.00 OP

290

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1841 FRAME: 0226

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(212) 735 2636

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kristine Fyfe

Name of Person Signing

Kristine Fyfe

Signature

1/13/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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SCHEDULE B

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Goods</u>
Carnival	United States	1,201,810	7/20/82	Cutlery, forks, and spoons
Carnival	United States Canada Hong Kong Japan Mexico	775,111 pending pending pending pending	8/11/64	Drinking straws
Clown Symbol	United States	pending		Cutlery, forks, and spoons
Clown Symbol	United States Canada Hong Kong Japan Mexico	817,115 271,949 pending pending pending	10/18/66 8/20/82	Drinking straws
Sani-Sip	United States	406,203	3/14/44	Drinking straws
Elbo	United States	775,110	8/11/64	Drinking straws
Supra	United States	831,187	6/27/67	Drinking straws
Plastiflex	United States	870,998	6/10/69	Drinking straws
Noisy Benders	United States	903,987	12/8/70	Drinking straws
Cofy Stirs	United States	941,395	8/22/72	Drinking straws
Foot Long	United States	1,105,357	10/31/78	Drinking straws
Menu Kit	United States	1,048,254	4/28/78	Hospital kits

RELEASE AND REASSIGNMENT

This RELEASE AND REASSIGNMENT (this "Release") is made as of the 20th day of November, 1998, by BT Commercial Corporation, with an office located at 233 South Wacker Drive, Chicago, Illinois 60606 ("BT") to Clear Shield National, Inc., an Illinois corporation having its chief executive office at 1175 South Wheeling Road, Wheeling, Illinois 60090 ("Clear Shield").

WITNESSETH:

WHEREAS, BT and Clear Shield entered into that certain Financing Agreement dated February 8, 1983 (as amended, restated or otherwise modified, the "Loan Agreement") pursuant to which BT agreed to extend credit to or for the benefit of Clear Shield from time to time;

WHEREAS, BT and Clear Shield entered into that certain Patent, Trademark and License Assignment dated as of February 8, 1983 (as amended, restated or otherwise modified, the "IP Assignment"), pursuant to which Clear Shield assigned to BT all of its right, title and interest in and to the Released IP Property (as defined below) to secure the payment and performance of the Obligations (as defined in the Loan Agreement);

WHEREAS, the IP Assignment was recorded in the United States Patent and Trademark Office on February 23, 1983 at Reel 4109/Frame 0549 (against the patents listed on Schedule A thereto) and at Reel 0439/Frame 0234 (against the trademarks listed on Schedule A thereto);

WHEREAS, BT desires to release its security interest in the Released IP Property and reassign and vest in Clear Shield full title to the Released IP Property.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. BT hereby releases and terminates its security interest and lien upon all of Clear Shield's right, title and interest in and to, and hereby reassigns, grants and conveys to Clear Shield all of BT's right, title and interest in and to, the following assets, whether now owned or existing or hereafter acquired or arising (all of which being hereinafter referred to as the "Released IP Property"):

(a) all Patents (as defined in the IP Assignment) including, without limitation, the Patents listed on Schedule A hereto;

(b) all Trademarks (as defined in the IP Assignment), including, without limitation, the Trademarks listed on Schedule B hereto;

(c) all Licenses (as defined in the IP Assignment) and any license granted by Clear Shield to BT pursuant to the IP Assignment; and

(d) the entire goodwill of Clear Shield's business connected with and symbolized by the Trademarks.

2. Clear Shield hereby accepts the assignment set forth in paragraph 1 of this Release.

3. BT hereby acknowledges and agrees that the Obligations (as defined in the Loan Agreement) have been satisfied in full, the Loan Agreement has been terminated and Clear Shield has no further obligations under the Loan Agreement or the IP Assignment.

4. In the event that any provision of this Release shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions, or of such provision in any other jurisdiction, shall not in any way be affected or impaired thereby.

5. This Release shall be binding upon, and shall inure to the benefit of, the parties hereto and their successors and assigns. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and all of such counterparts together shall constitute one and the same agreement. This Release shall become and be deemed effective as of June 20, 1995 immediately upon execution hereof by the parties hereto.

6. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Release and Reassignment to be duly executed by their respective duly authorized officers as of date first written above.

BT COMMERCIAL CORPORATION

By: Walter D Hill

Name: Walter D Hill

Title: SVP

CLEAR SHIELD NATIONAL, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Release and Reassignment to be duly executed by their respective duly authorized officers as of date first written above.

BT COMMERCIAL CORPORATION

By: _____

Name:

Title:

CLEAR SHIELD NATIONAL, INC

By:  _____

Name: Ronald L. Whaley

Title: Vice President

STATE OF ILLINOIS)

) ss.:

COUNTY OF COOK)

On this 3 day of DEC. 1998, before me personally appeared
WAYNE D. HILLOCK known to me to be the individual
who executed the foregoing instrument and acknowledged to me that he/she
executed the same as the duly authorized officer of BT Commercial Corporation.



Midna M. Rodriguez
06/02/01

STATE OF ILLINOIS)

) ss.:

COUNTY OF COOK)

On this 20th day of NOVEMBER^{17th}, before me personally appeared
RONALD L. WHALEY known to me to be the individual
who executed the foregoing instrument and acknowledged to me that he/she
executed the same as the duly authorized officer of Clear Shield National, Inc.

“OFFICIAL SEAL”
Barbara R. Bornmann
Notary Public, State of Illinois
My Commission Exp. 12-31-2009

Barbara R. Bornmann

SCHEDULE A

Patents and Applications

1. Molded Plastic Article and Packaging Thereof; Patent #3,456,301; Issue Date 7/22/69.
2. Method and Apparatus for Molded Open Containers; Patent #3,660,002; Issue Date 5/2/72.

153211.02-ChicagoS1A

RECORDED: 01/14/1999

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REEL: 1841 FRAME: 0237