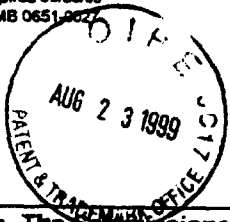


08-25-1999



101125863

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

8-23-99

Conveyance Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other Assignment of Security Interest
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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)

- Individual General Partnership Limited Partnership Association
 - Corporation
 - Other
- 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.)

Citizenship/State of Incorporation/Organization

8/25/1999 DC0ATES 00000003 74561576

FOR OFFICE USE ONLY

FC:401 40.00 OP
FC:482 25.00 OP

65E

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

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

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)

<input type="text" value="74561576"/>	<input type="text" value="74649379"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.)

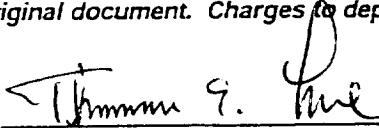
Deposit Account Number: #

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.

Thomas E. Lane
Name of Person Signing


Signature

8-11-99
Date Signed

**ASSIGNMENT OF
SECURED PARTY'S INTEREST IN
ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS**

This Assignment of Secured Party's Interest in Assignment for Security of Patents, Trademarks and Copyrights (this "Assignment") is entered into as of July 30, 1999 by and between Heller Financial, Inc. ("Assignor") and Fremont Financial Corporation ("Assignee").

WHEREAS, J.D. Cahill Co., Inc. ("Borrower") executed in favor of Assignor that certain Assignment for Security of Patents, Trademarks and Copyrights dated as of November 5, 1997 (the "Collateral Assignment");

WHEREAS, Assignor has sold and Assignee has purchased all of Assignor's right, title and interest in and to Assignor's credit facilities with Borrower, pursuant to that certain Loan Portfolio Purchase and Sale Agreement dated May 19, 1999 between Assignor and Assignee; and


WHEREAS, Assignor desires to assign, transfer, sell, grant and convey to Assignee all of its right, title and interest in and to the Collateral Assignment.

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

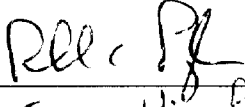
1. Assignor hereby assigns, transfers, sells, grants and conveys to Assignee all of Assignor's right, title and interest in and to the Collateral Assignment including all rights with respect to the patents and trademark registrations described on Schedule A and Schedule C attached hereto and incorporated herein by this reference.
2. Assignee hereby assumes from Assignor and agrees to perform and be bound by any obligations of Assignor under the Collateral Assignment.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the date first written above.

HELLER FINANCIAL, INC.

By: 
Title: *Senior Vice President*

**FREMONT FINANCIAL
CORPORATION**

By: 
Title: *Senior Vice President*

SCHEDULE A

PATENTS

United States of America
Patent No. 5,498,452
"Dual Ovenable Food Container"
Thomas J. Powers, West Monroe, Louisiana, Inventor
J.D. Cahill Co., Inc., Assignee
Issued March 12, 1996

Commonwealth of Australia
Standard Patent No. 666760
"Dual Ovenable Food Container"
J.D. Cahill Co[mpany]., Inc. Patentee
Issued June 11, 1996

Canada
Application No. 2140655
"Dual Ovenable Food Container"
[National Stage Prosecution of International PCT Treaty Application US93/06396]
Filed July 6, 1993

SCHEDULE B

COPYRIGHTS

NONE

J.D. Cahill Co., Inc.

By: ✓ JBC III

SCHEDULE C

TRADEMARKS

United States of America

Serial No. 74/561,576

E-COAT™

For coating chemicals used in the manufacture of paper

Notice of Allowance issued January 2, 1996

Statement of Use filed September 4, 1996

Registration Pending

United States of America

Serial No. 74/649,379

E-COAT PLUS™

For coating chemicals applied to paper for use in the manufacture of food containers

Notice of Allowance issued April 16, 1995

Statement of Use filed October 15, 1996

Registration Pending

J.D. Cahill Co., Inc. uses no aliases, service marks, or stylized names to identify the corporate entity or its business operations.

J.D. Cahill Co., Inc.

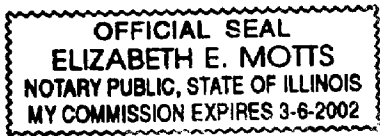
By: 

NOTARY ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

)
) ss.
)

The foregoing Assignment of Secured Party's Interest in Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 2nd day of July, 1999, by Steven Narsutis, personally known to me to be the Senior Vice President of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.



Elizabeth E. Motts
Notary Public

My Commission expires:

March 6, 2002

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles) ss.
)

On the 30th day of July, 1999, before me, Marvelyn Jackson, a notary public for said county and state, personally appeared Richard C. Pugh, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity, and that, by his or her signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Signature: Marvelyn Jackson
My commission expires: July 24, 2002

