

01-29-2001

D\$

Form PTO-1594

(Rev 6-93)

1.19-01

R



101595876

U.S. Department of Commerce

Patent and Trademark Office

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

1. Name of conveying party(ies):
CHESAPEAKE CORPORATION

STONEHOUSE, INC.

- Individual(s)
- General Partnership
- *Corporations
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 29, 2000

2. Name and address of receiving party(ies):

Name: FIRST UNION NATIONAL BANK, as administrative agent

Internal Address: _____

Street Address: 201 South College Street

City: Charlotte State: NC ZIP: 28288

Country: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- * Other bank, financial institution

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes * No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s) SEE ATTACHED LIST

B. Trademark No.(s) SEE ATTACHED LIST

1993513

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 19

7. Total fee (37 CFR 3.41): \$ 490.00

* Enclosed (Check No. 18974)

Authorized to be charged to deposit account

8. Deposit account number:

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

01/29/2001 D

BYRNE 00000169 1993513

DO NOT USE THIS SPACE

40.00 DP
450.00 DP

01 FC:481
02 FC:482

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.

Robert E. Rude II
Name of Person Signing

[Signature]
Signature

January 18, 2001
Date

Total number of pages comprising cover sheet and document attachments: 10

Item A. Trademarks — SEE ATTACHED

Registered Trademarks

Country Trademark Registration No. Registration Date

Pending Trademark Applications

*Country Trademark Serial No. Filing Date

Trademark Applications in Preparation

*Country Trademark Docket No. Expected Filing Date Products/ Services

Item B. Trademark Licenses — SEE ATTACHED

*Country or Territory Trademark Licensor Licensee Effective Date Expiration Date

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

16966512.1 11201 1512E 00646867

Name	Patent	Trademarks	Copyrights
Chesapeake Corporation	<ol style="list-style-type: none"> 1. 5,325,752: Cutter instrument for precision cutting of rectangular shapes from a corrugated cardboard sheet¹ 2. 4,576,663: Order change method and apparatus for corrugator machine² 3. 6,135,033: Triangulated shelf display unit³ 	<ol style="list-style-type: none"> 1. 1993513: "Color-Box"³³ 2. 1988687: "Color-Box"³³ 3. 1822336: "Bay instrument and technology"³³ 4. 1818738: "Bay instrument and technology"³³ 5. 1704958: "Tri-Lite Plus"³³ 6. 1682915: "C-White"³³ 7. 1685541: "CFA Chesapeake Forestry Action"³³ 8. 1476840: "Tri-Lite"³³ 9. 1462779: "Dura-Corr"³³ 10. 1433413: "Flex-O-Glow"³³ 11. 1426587: "Chesapeake"³³ 12. 1447405: "Chesapeake"³³ 13. 0999471: "Oxy-Brite"³³ 14. 0896057: "Superwaterfinish"³³ 15. 0797809: "SWF"³³ 	1. VA-208-054: Decorator bag ²¹
Cary St. Company (Cary Street Company)	-	-	-
Capitol Packaging Corporation	<ol style="list-style-type: none"> 1. 5,486,078: Reusable void filler and construction method therefore⁴ 2. 5,697,675: Portable Collapsible Stool⁴ 	-	-
Chesapeake Display and Packaging Company	<ol style="list-style-type: none"> 1. Design Patent 432,912: Box⁵ 2. Design Patent 433,630: Box⁵ 3. 4,929,116: Coupler assembly for connecting corrugated sheet material⁶ 4. 4,949,851: Collapsible display⁷ 5. Design Patent 319,940: Foldable tray unit for product merchandising display stand⁸ 	-	-

TRADEMARK

REEL: 002224 FRAME: 0485

Name	Patents	Trademarks	Copyrights
	6. Design Patent 359,180: Display tray ⁶ 7. 5,611,438: Product display and display hook for use in same ⁹ 8. Design Patent 380,113: Can dispenser and holder ⁶		
Chesapeake Packaging Co.	1. Design Patent 328,810: Syringe collection container or the like ¹⁰ 2. Design Patent 351,345: Food container ¹⁰ 3. 5,771,548: Casket ¹¹ 4. 5,815,898: Casket ¹¹ 5. 5,862,847: Casket and method of manufacture ¹¹ 6. 5,960,978: Casket and method of manufacture ¹¹ 7. 6,131,253: Flat-lid for a casket ¹¹		
Delmarva Properties, Inc.			
Stonehouse Inc.		1. 1914017: "Stonehouse" ²³	
Green Printing Company, Inc.			
WTM I Company			
Chesapeake Trading Company, Inc.		1. 2085873: "Chesapeake Trading Co. St. Michaels" ²⁴	
Chesapeake Forest Products Company LLC			
Consumer Promotions International, Inc.	1. 4,211,331: Merchandising display ¹² 2. Design Patent 378,642: Liquid dispenser ¹³ 3. 5,713,492: Mouthwash dispensing device ¹³		
Dymont, Limited	1. Design Patent 295,815: Refrigerated	1. 1903492: "Rotocooler" ¹⁴	

Name	Patents	Trademarks	Copyrights
Displayco, Inc. (Displayco East, Inc. & Displayco Midwest, Inc.)	dispenser display stand ¹⁵ 2. Design Patent 319,938: Articl display stand ¹⁴ 3. Design Patent 328,205: Display rack ¹⁶ 4. Design Patent 328,210: Display rack module ¹⁶ 5. Design Patent 335,048: Display stand ¹⁶ 6. Design Patent 335,049: Display stand ¹⁶ 7. Design Patent 335,050: Display stand ¹⁶ 8. Design Patent 337,511: Flange plate for a spool ¹⁶ 9. Design Patent 337,718: Interlock panel for a spool ¹⁶ 10. Design Patent 341,769: Spool ¹⁶ 11. Design Patent 352,147: Portable display cart ¹⁵	2. 0378474: "Celucote" ²⁵	
Rock City Box Co., Inc.	1. 4,420,947: Shelf support system ¹⁷ 1. 5,337,916: Dadoed and V-grooved box ¹⁹ 2. 5,427,309: Corrugated box with v-grooved wall ²⁰		

¹² Consumer Promotions, Inc., White Plains, NY
¹³ Consumer Promotions, Inc., Mount Vernon, NY
¹⁴ Dymnt Limited, Toronto, Canada
¹⁵ Dymnt Limited, Ontario, Canada
¹⁶ Dymnt Limited, Canada
¹⁷ Displayco Midwest, Inc., a division of Schiffenhaus Packaging Corporation, Sandusky, OH
¹⁸ Intentionally omitted
¹⁹ Rock City Box Company, Utica, NY
²⁰ Rock City Box Company, Inc., Utica, NY
²¹ Chesapeake Fiber Packaging Corporation

¹ Chesapeake Corporation, Baltimore MD
² Chesapeake Corporation, West Point, VA
³ Chesapeake Corporation, Richmond, VA
⁴ Capitol Packaging Corp., Denver CO
⁵ Chesapeake Display & Packaging Europe, Noisy le Grand, France
⁶ Chesapeake Display and Packaging Company, Winston-Salem, NC
⁷ Chesapeake Display & Packaging Company, Winston-Salem, NC
⁸ Chesapeake Display and Packaging Company, West Des Moines, IA
⁹ Chesapeake Display & Packaging Company, Winston-Salem, NC
¹⁰ Chesapeake Packaging Company, Richmond, VA
¹¹ Chesapeake Packaging Company, Scranton, PA

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2000, is made between CHESAPEAKE CORPORATION, a Virginia corporation, and STONEHOUSE INC., a Virginia corporation (each, a "Grantor", and collectively, the "Grantors"), and FIRST UNION NATIONAL BANK, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 15, 2000 (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Chesapeake Corporation (the "U.S. Borrower"), Chesapeake UK Acquisitions II plc ("U.K. Acquisitions II"), Chesapeake UK Acquisitions plc ("U.K. Acquisitions"), Chesapeake U.K. Holdings Limited ("U.K. Holdings"), Boxmore International plc ("Boxmore"), Field Group plc ("Field") and Chesapeake Europe, SAS (the "French Borrower" and together with the U.S. Borrower, U.K. Acquisitions II, U.K. Acquisitions, U.K. Holdings, Boxmore and Field, each sometimes referred to herein as a "Borrower" and, collectively, sometimes referred to herein as the "Borrowers"), the Lenders and the Administrative Agent, the Lenders, the Issuer and the Loan Note Guarantor have extended Commitments to make Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Security Agreement, dated as of December 29, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of new, and to the continuation of existing, Credit Extensions under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrowers pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Secured Party, as follows:

16966512.1 11201 1512E 00646867

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the Grantors' expense, execute and deliver to each Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

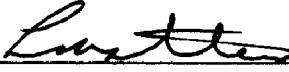
SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CHESAPEAKE CORPORATION, a Virginia corporation

By 
Title: TREASURER

STONEHOUSE INC., a Virginia corporation

By 
Title: TREASURER

FIRST UNION NATIONAL BANK,
as Administrative Agent

By _____
Title: _____

²² Intentionally omitted

²³ Stonehouse, Inc., Richmond, VA

²⁴ Chesapeake Trading Co., St. Michaels, MD

²⁵ The Dymment Company, Cleveland, OH (assignee of Dymment Ltd, Ontario)