

11-14-2002

Form 1  
(Rev. 6-1-01)  
OMB 1545-0047  
Tab



102280745

NOTATION FORM COVER SHEET  
REMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent 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): Bank of America, N.A. <i>11-6-02</i></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>National Association</u></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) Name: <u>Creative Packaging Corp.</u> Internal Address: _____ Street Address: <u>800 Corporate Grove Drive</u> City: <u>Buffalo Grove</u> State: <u>IL</u> Zip: <u>60089</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 <u>Illinois</u> <input type="checkbox"/> Other _____</p> <p>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) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Release of Security Interests</u></p> <p>Execution Date: <u>October 24, 2002</u></p>	

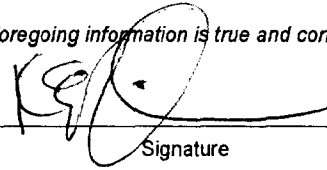
OFFICE OF PATENT RECORDS  
FINANCE SECTION  
2002 NOV - 6 AM 9:36

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,515,409 1,651,504 2,295,164</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
--	--

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Kimberly E. Zirkle, Paralegal</u> Internal Address: <u>Robinson, Bradshaw &amp; Hinson</u> Street Address: <u>101 N. Tryon Street</u> <u>Suite 1900</u> City: <u>Charlotte</u> State: <u>NC</u> Zip: <u>28246</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">3</span></p> <p>7. Total fee (37 CFR 3.41) ..... \$90.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>500327</u> (Attach duplicate copy of this page if paying by deposit account)</p>
---	---

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.*

Kimberly E. Zirkle, Paralegal  October 30, 2002

Name of Person Signing \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

11/14/2002 MUELLER 00000075 1515409 Total number of pages including cover sheet, attachments, and documents: 7

01 FC:8521  
02 FC:8522

40.00 OP  
50.00 OP

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

796233 15699.00013

TRADEMARK  
REEL: 002616 FRAME: 0688

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is executed as of this 21<sup>st</sup> day of October, 2002, by BANK OF AMERICA, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") for itself and each lender party to the Post-Petition Credit Agreement defined below (the "Lenders").

WHEREAS, LLS Corp., an Illinois corporation, Courtesy Corporation, an Illinois corporation, Creative Packaging Corp., an Illinois corporation, and Courtesy Sales Corp., an Illinois corporation (each a "Borrower" and collectively, the "Borrowers"), and the Administrative Agent entered into that certain Post-Petition Credit Agreement, dated as of January 16, 2002 (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Borrowers and the Administrative Agent entered into that certain Intellectual Property Security Agreement, dated as of January 16, 2002 (as may be amended, modified, supplemented or restated from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement and other loan documents, the Administrative Agent was granted a security interest in certain trade names, trademarks, and service marks, in any and all forms, including, but not limited to, the registered trade names, trademarks and service marks, and all applications for registration of trade names, trademarks, and services marks listed on Schedule A attached hereto, all common law rights to such trade names, trademarks and services marks, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Trademarks").

WHEREAS, the Security Agreement and related security interest was recorded with the United States Patent and Trademark Office as of January 28, 2002, at Reel 2446, Frame 0001.

WHEREAS, the Administrative Agent has received consideration for a full and complete release of the security interest in and liens in the Trademarks, and now wishes to release such security interest and liens in the Trademarks.

NOW THEREFORE, the Administrative Agent represents and agrees as follows:

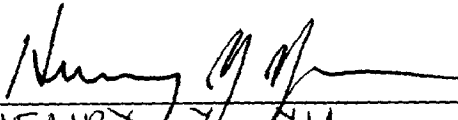
1. The Administrative Agent hereby releases, cancels and terminates its security interest in the entire right, title and interest in and any and all liens it may have on the Trademarks and the goodwill associated with such Trademarks, symbolized by the Trademarks, and all other rights with respect to the Trademarks.
2. The Administrative Agent represents and warrants that it has not exercised any of the rights with respect to the Trademarks available to it under its security interest. The Administrative Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Trademarks, and that it has not used or sublicensed any of the Trademarks.

3. The Administrative Agent agrees that hereafter it will not take any action with respect to the Trademarks.

4. The Administrative Agent shall, at the Borrowers' expense, take all further actions, and provide to the Borrowers, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Borrowers to more fully and effectively effectuate the purposes of this Release.

**IN WITNESS WHEREOF**, The Administrative Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: HENRY Y. AU  
Title: MANAGING DIRECTOR

**SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<b>MARK</b>	<b>REGISTRATION NO.</b>
CMT	1,377,576
COURTESY	1,377,577
CP	1,379,569
SHEAR-PAK	1,422,876
C	1,703,728
CP	1,515,409
TILT-TOP	1,651,504
CREATIVE PACKAGING	2,295,164

DALLAS\_137042062  
9766-887 09/19/2002

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is executed as of this 24<sup>th</sup> day of October, 2002, by BANK OF AMERICA, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") for itself and each lender party to the Credit Agreement defined below (the "Lenders").

WHEREAS, LLS Corp., an Illinois corporation (the "Borrower"), the Administrative Agent, Credit Suisse First Boston, as Syndication Agent, Bankers Trust Company, as Documentation Agent, and the Lenders entered into that certain Credit Agreement, dated as of July 30, 1999 (as has been and may be amended, modified, supplemented or restated from time to time, the "Credit Agreement").

WHEREAS, in connection with the Credit Agreement, the Borrower, Courtesy Corporation, an Illinois Corporation, Creative Packaging Corp., an Illinois corporation, Courtesy Sales Corp., an Illinois corporation (each a "Grantor" and collectively, the "Grantors") and the Administrative Agent entered into that certain Intellectual Property Security Agreement and Assignment, dated as of July 30, 1999 (as may be amended, modified, supplemented or restated from time to time, the "Security Agreement").

WHEREAS, pursuant to the terms and conditions of the Security Agreement and other loan documents, the Administrative Agent was granted a security interest in certain trade names, trademarks, and service marks, in any and all forms, including, but not limited to, the registered trade names, trademarks and service marks, and all applications for registration of trade names, trademarks, and services marks listed on Schedule A attached hereto, all common law rights to such trade names, trademarks and services marks, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto (collectively, the "Trademarks").

WHEREAS, the Security Agreement and related security interest was recorded with the United States Patent and Trademark Office as of August 10, 1999, at Reel 1947, Frame 0937 and re-recorded at Reel 2428, Frame 0695.

WHEREAS, the Administrative Agent has received consideration for a full and complete release of the security interest in and liens in the Trademarks, and now wishes to release such security interest and liens in the Trademarks.

NOW THEREFORE, the Administrative Agent represents and agrees as follows:

1. The Administrative Agent hereby releases, cancels and terminates its security interest in the entire right, title and interest in and any and all liens it may have on the Trademarks and the goodwill associated with such Trademarks, symbolized by the Trademarks, and all other rights with respect to the Trademarks.

2. The Administrative Agent represents and warrants that it has not exercised any of the rights with respect to the Trademarks available to it under its security interest. The Administrative Agent represents and warrants that it has not sold, licensed, conveyed or

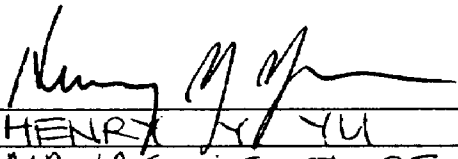
otherwise alienated any rights in and to the Trademarks, and that it has not used or sublicensed any of the Trademarks.

3. The Administrative Agent agrees that hereafter it will not take any action with respect to the Trademarks.

4. The Administrative Agent shall, at the Grantors' expense, take all further actions, and provide to the Grantors, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Grantors to more fully and effectively effectuate the purposes of this Release.

**IN WITNESS WHEREOF**, the Administrative Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: HENRY Y. YU  
Title: MANAGING DIRECTOR

**SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

<b><u>MARK</u></b>	<b><u>REGISTRATION NO.</u></b>
CMT	1,377,576
COURTESY	1,377,577
CP	1,379,569
SHEAR-PAK	1,422,876
C	1,703,728
CP	1,515,409
TILT-TOP	1,651,504
CREATIVE PACKAGING	2,295,164

DALLAS\_1\37015173  
9766-887 10/14/2002