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01-07-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Span Packaging Services LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company
- 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: 12/18/03

2. Name and address of receiving party(ies)

Name: The Peninsula Fund II Limited Partnership,

Internal Address: as Collateral Agent

Street Address: 535 Griswold Street, Ste 2050

City: Detroit State: MI Zip: 48226

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware
- Corporation-State _____
- Other _____

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 registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,551,862

Additional number(s) attached Yes No

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

Name: Terri Branson

Internal Address: Lewis, Rice & Fingersh, L.C.

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Terri Branson
Name of Person Signing

Signature

12/19/03
Date

Total number of pages including cover sheet, attachments, and document: 16

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

01/07/2004 JYALLAN2 00000012 1551862

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40.00 DP

TRADEMARK
REEL: 002892 FRAME: 0363

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO AND SUBORDINATED TO THE RIGHTS AND REMEDIES OF THE SENIOR CREDITORS AS MORE PARTICULARLY DESCRIBED IN SECTION 13 HEREOF.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this *Agreement*) is entered into as of December 18, 2003, by and between Span Packaging Services LLC, a Delaware limited liability company (*Debtor*), and The Peninsula Fund II Limited Partnership, a Delaware limited partnership, as collateral agent for and on behalf of the Funds (in such capacity, *Collateral Agent*).

In consideration of the mutual agreements below and other sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. General. Unless the context of this Agreement clearly requires otherwise, (i) references to the plural include the singular and vice versa, (ii) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, (iii) references to one gender include all genders, (iv) "including" is not limiting, (v) "or" has the inclusive meaning represented by the phrase "and/or", (vi) the words "hereof", "herein", "hereby", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole, including its Exhibits, and not to any particular provision of this Agreement, (vii) the word "Section" or "section" and "Page" or "page" refer to a section or page, respectively, of this Agreement unless it expressly refers to something else, (viii) reference to any agreement, document, or instrument, including this Agreement, the Note Purchase Agreements, any Other Agreements and any agreement, document or instrument defined herein, means such agreement, document, or instrument as it may have been or may be amended, restated, extended, renewed, replaced, or otherwise modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof, and includes all attachments thereto and instruments incorporated therein, if any, and (ix) general and specific references to any Law (as defined below) means such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time. Section captions are for convenience only and do not affect the interpretation or construction of this Agreement.

2. Defined Terms.

2.1. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed thereto below.

Contract. Any contract, note, bond, indenture, deed, mortgage, deed of trust, security agreement, pledge, hypothecation agreement, assignment, or other agreement or undertaking, or any security.

Encumbrance. As to any item of real or personal property, any easement, right-of-way, license, condition, or restrictive covenant, or zoning or similar restriction, that is not a Security Interest but is enforceable by any Person other than the record owner of such property.

Event of Default. An "Event of Default", as such term is defined in the Fund II Note Purchase Agreement, or an "Event of Default", as such term is defined in the Fund III Note Purchase Agreement.

Fund II. The Peninsula Fund II Limited Partnership, a Delaware limited partnership.

Fund II Note Purchase Agreement. Note Purchase Agreement dated as of January 25, 2000 among Debtor, Cloud and Collateral Agent, as amended by a First Amendment to Note Purchase Agreement dated as of June 9, 2000, a Second Amendment to Note Purchase Agreement dated as of October 18, 2000, a Third Amendment to Note Purchase Agreement dated as of October 31, 2002, a Fourth Amendment to Note Purchase Agreement dated as of June 17, 2003, and a Fifth Amendment to Note Purchase Agreement dated as of even date herewith.

Fund III. The Peninsula Fund III Limited Partnership, a Delaware limited partnership.

Fund III Note Purchase Agreement. Note Purchase Agreement dated as of even date herewith among Fund III, Debtor and Cloud Packaging Solutions LLC, a Delaware limited liability company formerly known as Cloud LLC (*Cloud*).

Funds. Collectively, Fund II and Fund III.

Governmental Authority. The federal government of the United States of America; the government of any foreign country that is recognized by the United States of America or is a member of the United Nations; any state of the United States of America; any local Government or municipality within the territory or under the jurisdiction of any of the foregoing; any department, agency, division, or instrumentality of any of the foregoing; and any court, arbitrator, or board of arbitrators whose orders or judgments are enforceable by or within the territory of any of the foregoing.

Intercreditor Agreement. Intercreditor and Collateral Agency Agreement dated as of even date herewith among Collateral Agent, Fund II and Fund III.

Law. Any statute, rule, regulation, order, judgment, award or decree of any Governmental Authority.

Note Purchase Agreements. Collectively, the Fund II Note Purchase Agreement and the Fund III Note Purchase Agreement.

Operating Lease. Any lease that is not a Capitalized Lease.

Other Agreements. Collectively, (i) "Other Agreements", as such term is defined in the Fund II Note Purchase Agreement, and (ii) "Other Agreements", as such term is defined in the Fund III Note Purchase Agreement.

Secured Obligations. Collectively, (i) all "Obligations", as such term is defined in the Fund II Note Purchase Agreement, and (ii) all "Obligations", as such term is defined in the Fund III Note Purchase Agreement.

Security Interest. As to any item of tangible or intangible property, any interest therein or right with respect thereto that secures the Secured Obligations, whether such interest or right is created under a Contract, or by operation of law or statute (such as but not limited to a statutory lien for work or materials), or as a result of a judgment, or which arises under any form of preferential or title retention agreement or arrangement (including a conditional sale agreement or a lease) that has substantially the same economic effect as any of the foregoing; provided however, that the term "Security Interest" is not intended to include a notice filing by a lessor regarding ownership of property subject to a true Operating Lease so long as such notice filing or any related

agreement does not contain a grant of a lien or security interest and does not cover property or assets not subject to such true Operating Lease.

UCC. The Uniform Commercial Code as in effect from time to time in the State of Missouri or such other similar statute as in effect from time to time in Missouri or any other appropriate jurisdiction.

2.2. All capitalized terms not otherwise defined herein have the meanings given them in the Note Purchase Agreements. Capitalized terms used and not otherwise defined herein or in the Note Purchase Agreements have the meanings given them in the UCC.

3. Grant of Security Interest in Trademark Collateral. As security for the full and prompt payment and performance of all of the Secured Obligations, Debtor hereby grants to Collateral Agent a Security Interest in Debtor's entire right, title and interest in and to the Trademark Collateral. As used herein, *Trademark Collateral* means: all of Debtor's right, title and interest in and to all of its now owned or existing, filed and unfiled, and hereafter acquired or arising, filed and unfiled, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each name, mark, registration, and application listed on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights, title, and interests corresponding thereto throughout the world (except that Debtor is not obligated to register the Trademark Collateral in any country other than the United States of America), and (v) the good will of Debtor's business connected with the use of each item of Trademark Collateral, and symbolized by, the Trademark Collateral.

4. Representations and Warranties. Debtor represents and warrants as follows:

4.1. Schedule A contains a complete and accurate list of all trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Debtor.

4.2. Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Security Interests, charges, claims of infringement upon the rights of third parties and Encumbrances, except Security Interests in favor of Collateral Agent, the Senior Creditors, or as otherwise disclosed in Schedule A.

4.3. Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral, except as contemplated in the Note Purchase Agreements or as otherwise disclosed in Schedule A.

4.4. The Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, and, to Debtor's knowledge, each item comprising the Trademark Collateral is valid and enforceable in the United States of America.

4.5. Debtor is duly authorized to execute and deliver this Agreement to Collateral Agent, and this Agreement constitutes the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms.

5. Further Assurances.

5.1. Debtor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary in order (i) to continue, perfect, amend or protect the Security Interest granted hereby or (ii) to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Debtor will execute and file such financing or continuation statements, amendments hereto, and such other instruments or notices as may be necessary or desirable, or as Collateral Agent may reasonably request, in order to perfect and preserve the Security Interest granted hereby.

5.2. Debtor hereby authorizes Collateral Agent to file one or more financing or continuation statements, and amendments thereto (and hereto as to Schedule A), relative to all or any part of the Trademark Collateral, or subsequent additions thereto, without the signature of Debtor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof is sufficient as a financing statement where permitted by law.

5.3. Debtor agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule A, (i) Debtor will give prompt written notice thereof to Collateral Agent, (ii) the provisions of Section 3 will automatically apply to any such mark, registration, or application, and (iii) any such mark, registration, or application, together with the good will of the business connected with the use of the mark and symbolized by it, will automatically become part of the Trademark Collateral.

5.4. With respect to any Trademark Collateral necessary or desirable to the conduct of Debtor's business, Debtor agrees to take all necessary or desirable steps in Debtor's reasonable business judgment in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or in any court, to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and participation in opposition, interference and infringement proceedings; provided, however, Debtor shall not be obligated under this Section to maintain the registration of any item of the Trademark Collateral it reasonably deems unnecessary to conduct Debtor's business. To the extent necessary or desirable to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered trademark, service mark, trademark or service mark registration to which Debtor is now or later becomes entitled. Debtor will be relieved of the obligations of this Section 5.4 upon the prior written consent of Collateral Agent, which consent will not be unreasonably withheld. Debtor is not obligated under this Section 5.4 to apply for the registration of any item of the Trademark Collateral with any government trademark office or agency outside of the United States of America.

5.5. If Debtor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Debtor will promptly notify Collateral Agent and, to the extent necessary or desirable to the conduct of its business, will promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, or, with the prior written consent of Collateral Agent, which consent will not be unreasonably withheld, will take such other actions as Debtor deems appropriate under the circumstances to protect such Trademark Collateral; provided, however, Debtor shall not be obligated to take any such remedial action to the extent Debtor reasonably deems such

infringement or misappropriation to be de minimis or such remedial action to be unnecessary to conduct Debtor's business.

5.6. Debtor will continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

6. Transfers and Other Security Interests. Debtor will not: (i) sell, assign (by operation of law or otherwise), grant a license in or with respect to, or otherwise dispose of any of the Trademark Collateral, except as permitted by the Note Purchase Agreements, (ii) create or suffer to exist any Security Interest or other charge or Encumbrance upon or with respect to any of the Trademark Collateral except as otherwise disclosed in Schedule A, or as otherwise permitted by the Note Purchase Agreements, or (iii) take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights of Debtor thereunder.

7. Collateral Agent Appointed Attorney-in-Fact. Debtor hereby irrevocably appoints Collateral Agent as Debtor's attorney-in-fact, with full authority in Debtor's place, stead and on behalf of Debtor and in Debtor's names or otherwise, from time to time in Collateral Agent's reasonable discretion, to take any action and to execute any instrument that Collateral Agent deems reasonably necessary to accomplish the purposes of this Agreement, including after the occurrence and during the continuation of an Event of Default: (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral, (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above, and (iii) to file any claims, take any action, or institute any proceedings that Collateral Agent may deem necessary for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Collateral Agent with respect to any of the Trademark Collateral.

8. Collateral Agent May Perform. If Debtor fails to perform any of the obligations contained herein, Collateral Agent may perform, or cause performance of, such obligations, and the expenses of Collateral Agent or the Funds incurred in connection therewith will be payable by Debtor pursuant to the terms of this Agreement.

9. Collateral Agent's Duties. The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Trademark Collateral and do not impose any duty upon Collateral Agent to exercise any such powers or to pay any royalties or related charges with respect to the Trademark Collateral. Except for the accounting for moneys actually received by it hereunder, Collateral Agent has no duty as to any Trademark Collateral, or as to the taking of any steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral.

10. Remedies. Upon the occurrence and during the continuation of any Event of Default, in addition to all other rights and remedies of Collateral Agent and the Funds under the Note Purchase Agreements and the Intercreditor Agreement, at law or in equity:

10.1. Collateral Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Collateral Agent, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may: (i) as provided in Section 7 exercise any and all rights and remedies of Debtor under or otherwise in respect of the Trademark Collateral, (ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Collateral Agent, assemble all or any part of the documents embodying the Trademark Collateral as directed by Collateral Agent and make them available to Collateral Agent at a place to be designated by Collateral Agent which is reasonably convenient to both Collateral Agent and

Debtor, (iii) license, sell or otherwise dispose of the Trademark Collateral or any part thereof, in one or more lots, at public or private sale, at any of Collateral Agent's offices or elsewhere, for cash, credit or other consideration, and upon such other terms as are commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the good will of the business connected with and symbolized by any Trademark Collateral subject to such disposition will be included, and Debtor will supply to Collateral Agent or its designee Debtor's know-how and expertise relating to the provision of services associated with any Trademark Collateral subject to such disposition, and Debtor's customer lists and other records relating to such Trademark Collateral, and to the distribution of such services. To the extent notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made is required to be reasonable, ten (10) Business Days constitutes reasonable notice. Collateral Agent will not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Collateral Agent may bid and become a purchaser at any such sale, if public, and upon any such sale Collateral Agent may collect, receive, and hold and apply, as provided herein, the proceeds thereof to the payment of the Secured Obligations, and assign and deliver some or all of the Trademark Collateral to the purchaser at any such sale. The proceeds from any such sale will be applied in accordance with the terms of the Intercreditor Agreement.

10.2. All payments received by Debtor under or in connection with any of the Trademark Collateral will be received in trust for the benefit of Collateral Agent, will be segregated from other funds of Debtor, and will be immediately paid over to Collateral Agent in the same form as so received (with any necessary endorsement).

11. Releases. In the event all of the Secured Obligations have been fully and irrevocably paid and Collateral Agent and the Funds have no other commitment to extend credit or make advances to or for the account of Debtor or Cloud, and Collateral Agent has received a written request from Debtor in connection therewith to execute and deliver all applicable releases, deeds, assignments, and other instruments as may be necessary or proper to re-vest in Debtor full title to the Trademark Collateral (collectively, the *Releases*), Collateral Agent will, at Debtor's sole cost and expense (and Debtor will promptly reimburse Collateral Agent for any fees and expenses, including legal fees and expenses, incurred in connection with the preparation, review, filing or recording of any such Releases) execute and deliver such Releases to the Person and address designated by Debtor in its notice within a commercially reasonable time after Collateral Agent's receipt of such notice.

12. Survival of Provisions. All representations, warranties, and covenants of Debtor contained herein survive the execution and delivery of this Agreement, and terminate only upon the full and irrevocable payment of all of the Secured Obligations and when Collateral Agent and the Funds have no other commitment to extend credit or make advances to or for the account of Debtor or Cloud.

13. Subordination. This Agreement, and the rights and remedies of the Collateral Agent hereunder, are subject to and subordinated to the rights and remedies of the Senior Creditors to the extent and in the manner described in the Note Purchase Agreements. The subordination provisions contained in the Note Purchase Agreements are, and are intended to be, an inducement to and a consideration of the Senior Creditors, whether the Senior Obligations were created or acquired before or after the creation of the Secured Obligations, to acquire and hold, or to continue to hold, the Senior Obligations, and the Senior Creditors shall be deemed conclusively to have relied on such subordination provisions in acquiring and holding, or continuing to hold, the Senior Obligations.

14. Miscellaneous.

14.1. Notices. All notices, consents, requests and demands to or upon the respective parties hereto shall be in writing, and shall be deemed to have been given or made when delivered in person to those Persons listed on the signature pages hereof or four days after deposited in the United States mail, postage prepaid, or, in the case of overnight courier services (costs prepaid), when delivered to the overnight courier service, or in the case of telecopy notice, when sent, verification received, in each case addressed as set forth on the signature pages hereof, or such other address as either party may designate by notice to the other in accordance with the terms of this Section. No notice given to or demand made on Debtor by Collateral Agent in any instance shall entitle Debtor to notice or demand in any other instance.

14.2. Amendments and Waivers. No amendment to, waiver of, or departure from full compliance with any provision of this Agreement, or consent to any departure by Debtor herefrom, will be effective unless it is in writing and signed by authorized officers of Debtor and Collateral Agent; provided, however, that any such waiver or consent will be effective only in the specific instance and for the purpose for which given. No failure by Collateral Agent to exercise, and no delay by Collateral Agent in exercising, any right, remedy, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise by Collateral Agent of any right, remedy, power or privilege hereunder preclude any other exercise thereof, or the exercise of any other right, remedy, power or privilege.

14.3. Rights Cumulative. Each of the rights and remedies of Collateral Agent under this Agreement is in addition to all of their other rights and remedies under applicable Law, and nothing in this Agreement may be construed as limiting any such rights or remedies.

14.4. Successors and Assigns. This Agreement binds Debtor and its successors and assigns and inures to the benefit of Collateral Agent, the Funds and their respective successors, transferees, participants and assignees. Debtor may not delegate or transfer any of its obligations under this Agreement without the prior written consent of Collateral Agent. With respect to Debtor's successors and assigns, such successors and assigns include any receiver, trustee or debtor-in-possession of or for Debtor.

14.5. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

14.6. Governing Law; No Third Party Rights. This Agreement is to be governed by and construed and interpreted in accordance with the internal Laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflicts of law principles. This Agreement is solely for the benefit of the parties hereto, the Funds and their respective successors and assigns, and no other Person has any right, benefit, priority or interest under, or because of the existence of, this Agreement.

14.7. Counterparts. This Agreement may be executed by the parties hereto on any number of separate counterparts, and all such counterparts taken together constitute one and the same instrument. It is not necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

14.8. Counterpart Facsimile Execution. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any Person thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, any facsimile or telecopy document is to be re-executed in original form by the Persons who executed the facsimile or telecopy document. No party hereto may raise the use of a facsimile machine or telecopier or the fact that any signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

14.9. Reproductions as Evidence. This Agreement, the Note Purchase Agreements and the Other Agreements, including but not limited to (a) consents, waivers, amendments and modifications which may hereafter be executed, and (b) financial statements, certificates and other information previously or hereafter furnished to Collateral Agent, may be reproduced by Collateral Agent by any photographic, photostatic, microfilm, microcard, miniature photographic, computer imaging or other similar process and Collateral Agent may destroy any original document so produced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business of Collateral Agent) and any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

14.10. Final Expression; No Course of Dealing. This Agreement, together with the Note Purchase Agreements, the Other Agreements and any other agreement executed in connection herewith or therewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance or course of dealing rendered or taken under or with respect to this Agreement, the Note Purchase Agreements or the Other Agreements will not be relevant to determine the meaning of this Agreement, the Note Purchase Agreements or the Other Agreements even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

14.11. Negotiated Transaction. Debtor and Collateral Agent each represent to the other that in the negotiation and drafting of this Agreement each has been represented by and has relied upon the advice of counsel of its choice. Each of Debtor and Collateral Agent affirm that its counsel has had a substantial role in the drafting and negotiation of this Agreement; therefore, this Agreement will be deemed drafted by each of Debtor and Collateral Agent, and the rule of construction to the effect that any ambiguities are to be resolved against the drafter will not be employed in the interpretation of this Agreement.

14.12. Attorney's Fees and Other Costs. Debtor will reimburse Collateral Agent and the Funds for all expenses incurred by Collateral Agent or the Funds in seeking to collect or enforce the Secured Obligations and any other rights under this Agreement, the Note Purchase Agreements or any of the Other Agreements or under any other instrument, document or agreement evidencing or executed in connection with any of the Secured Obligations, including reasonable attorneys' fees and actual attorneys' expenses (whether or not there is litigation), court costs and all costs in connection with any proceedings under the United States Bankruptcy Code.

14.13. Assignment By Collateral Agent. To the extent permitted in the Note Purchase Agreements or the Intercreditor Agreement, Collateral Agent or the Funds may grant a participation interest in or assign or transfer to another Person any instrument, document or agreement evidencing any of the Secured Obligations and Collateral Agent's rights under this Agreement, and may deliver all the property which is part of the Trademark Collateral and in its possession to the participant, assignee or transferee or to any Person acting as agent for Collateral Agent.

14.14. Choice of forum. Subject only to the exception in the next sentence, Debtor and Collateral Agent hereby agree to the exclusive jurisdiction of the federal court of the Eastern District of Michigan and the state courts of Michigan located in Wayne County, Michigan, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein, and agree that any dispute concerning the relationship between Debtor or Collateral Agent, or the conduct of either of them in connection with this Agreement or otherwise may be heard only in the courts described above. Notwithstanding the foregoing: (i) Collateral Agent has the right to bring any action or proceeding against Debtor or its property in any courts of any other jurisdiction Collateral Agent deems necessary or appropriate in order to realize on the Trademark Collateral or other security for the Secured Obligations, and (ii) each of the parties hereto acknowledges that any appeals from the courts described in the immediately preceding sentence may have to be heard by a court located outside those jurisdictions.

14.15. Service of Process. Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Debtor at its address set forth on the signature pages hereof, and service so made will be deemed to be completed five (5) days after the same has so deposited in the U.S. Mails, certified or registered; or at Collateral Agent's option, by service upon CT Corporation, which Debtor irrevocably appoints as Debtor's agent for the purpose of accepting service of process within the State of Missouri. Collateral Agent will promptly forward by registered mail any process so served upon said agent to Debtor at its address on the signature pages hereof. Nothing in this Section affects the right of Collateral Agent to serve legal process in any other manner permitted by Law.

14.16. Waiver of Jury Trial. Debtor and Collateral Agent hereby waive any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement, the Note Purchase Agreements or any Other Agreements, or (ii) in any way connected with or related or incidental to the dealings of the parties hereto or either of them in respect of this Agreement, the Note Purchase Agreements or any Other Agreements, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise. Debtor and Collateral Agent agree and consent that any such claim, demand, action or cause of action will be decided by court trial without a jury and that either may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.


14.17. Reinstatement. This Agreement and any and all assignments and Security Interests created or evidenced hereby will continue to be effective or be reinstated, as the case may be, as though such payments had not been made, if at any time any amount received by Collateral Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by Collateral Agent, including upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Debtor, any substantial part of its assets, or otherwise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

"Debtor"

SPAN PACKAGING SERVICES LLC

By: 
Name: Gary Sahrman
Title: Executive Vice President

Debtor's Address:

c/o Cloud Holdings LLC
13515 Barrett Parkway
St. Louis, Missouri 63021
Attention: Gary F. Sahrman
Phone: 314-984-0700, ext. 2914
Fax: 314-984-0751

With a copy to:

Cameron Holdings Corporation
12220 El Camino Real, Suite 320
San Diego, California 92130
Attention: Lynn Gorguze
Phone: 314-984-8100
Fax: 314-984-0021

And a copy to:

Bryan Cave LLP
One Metropolitan Square
St. Louis, Missouri 63102
Attention: John Boyle
Phone: 314-259-2000
Fax: 314-259-2020

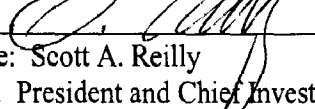
Trademark Security Agt - Span

TRADEMARK
REEL: 002892 FRAME: 0374

"Collateral Agent"

THE PENINSULA FUND II LIMITED PARTNERSHIP,
AS COLLATERAL AGENT

By: Peninsula Capital Partners L.L.C.
Its: General Partner

By: 
Name: Scott A. Reilly
Title: President and Chief Investment Officer

Collateral Agent's Address:

The Peninsula Fund II Limited Partnership
c/o Peninsula Capital Partners L.L.C.
The Buhl Building
535 Griswold Street, Suite 2050
Detroit, Michigan 48226
Attention: Scott A. Reilly, President
Phone: 313-237-5100
Fax: 313-237-5111

with a copy to:

Bernadette M. Dennehy, Esq.
Dickinson Wright PLLC
500 Woodward Avenue, Suite 4000
Detroit, Michigan 48226
Phone: 313-223-3500
Fax: 313-223-3598

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this ____ day of December, 2003, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of Span Packaging Services LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, by authority of its _____; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission expires:

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 18th day of December, 2003 before me personally appeared Scott A. Reilly, to me personally known, who, being by me duly sworn, did say that he is the President of Peninsula Capital Partners L.L.C., a Delaware limited liability company and General Partner of The Peninsula Fund II Limited Partnership, a Delaware limited partnership, and that said instrument was signed in behalf of said limited partnership; and said Scott A. Reilly acknowledged said instrument to be the free act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Elizabeth C Sherry
Notary Public

My Commission expires:

ELIZABETH C. SHERRY
Notary Public, Wayne County, MI
My Commission Expires December 23, 2006

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 18th day of December, 2003, before me personally appeared Gary F. Sahrman to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Span Packaging Services LLC, a Delaware limited liability company, and that said instrument was signed in behalf of said limited liability company, by authority of its sole member; and said Gary F. Sahrman acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.

Kimberly B. McDermott

Notary Public

KIMBERLY B. MCDERMOTT
St. Louis County
My Commission Expires
August 10, 2007



My Commission expires:

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

On this ___ day of December, 2003 before me personally appeared Scott A. Reilly, to me personally known, who, being by me duly sworn, did say that he is the President of Peninsula Capital Partners L.L.C., a Delaware limited liability company and General Partner of The Peninsula Fund II Limited Partnership, a Delaware limited partnership, and that said instrument was signed in behalf of said limited partnership; and said Scott A. Reilly acknowledged said instrument to be the free act and deed of said limited partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission expires:

SCHEDULE A

ISSUED TRADEMARK REGISTRATIONS

ROIT 26191-8 766381v03

1,551,862