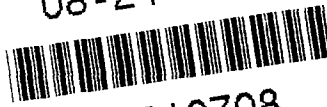


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE 7

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.

1. Name of conveying party(ies):

Kranson Industries, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Trademark Sec. Agmt.

Execution Date: 07/30/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch

Internal Address: as Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Collateral Agent

If assignee is not domiciled in the United States, and 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) SEE SCHEDULE I

B. Trademark Registration No.(s) SEE SCHEDULE I

Additional number(s) attached Yes No

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

Name: Tina Qualls

Internal Address:

Corporation Service Company

Street Address:

1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

19

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing

Signature

August 5, 2004

Date

Total number of pages including cover sheet, attachments, and document: 10

08/23/2004 ECOOPER 00000057 2057779

01 FC:8521 02 FC:8522

40.00 DP 450.00 DP

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

TRADEMARK REEL: 003031 FRAME: 0515

NAME OF ADDITIONAL CONVENYING PARTIES:

Smith Container Corporation

Trademark Security Agreement

Trademark Security Agreement, dated as of July 30, 2004, by Kranson Industries, Inc. and Smith Container Corporation (collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Obligations, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KRANSON INDUSTRIES, INC.


By: Neil E. Trainor
Name: Neil E. Trainor
Title: CFO

SMITH CONTAINER CORPORATION

By: Neil E. Trainor
Name: Neil E. Trainor
Title: CFO

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Wilfred Saint
Title: Director

By: 
Name: Patricia O'Kicki
Title: Director

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Kranson Industries	2,057,779	CALIBER
Kranson Industries	1,887,607	KRANSON INDUSTRIES
Kranson Industries	2,563,782	RAPIDFIND
Kranson Industries	1,884,116	SERVING A SELECT FEW VERY WELL
Kranson Industries	2,404,914	THE PACKAGING INDUSTRY'S ONLY SUPER DISTRIBUTOR
Kranson Industries	2,216,371	TRICOR PACKAGING
Kranson Industries	2,376,069	TRICORBRAUN
Kranson Industries	2,761,767	TRICORBRAUN SPRAYGUARD
Smith Container Corporation	1,185,734	PROGRESSIVE PACKAGER
Smith Container Corporation	1,686,943	WE PUT EVERYTHING INTO PACAKGING
Smith Container Corporation	2,193,356	TRP TOTAL RIGID PACKAGING & DESIGN
Smith Container Corporation	2,193,350	TRP TOTAL RIGID PACKAGING & DESIGN
Smith Container Corporation	2,789,904	QUEST
Smith Container Corporation	2,789,906	THE SWAN

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Kranson Industries	78/330676	BECAUSE OUR OPTIONS MAKE THE DIFFERENCE (Intent-to-Use Application)

Kranson Industries	78/330695	OPTIONS & DESIGN (Intent-to-Use Application)
Kranson Industries	78/330582	TRICORBRAUN
Kranson Industries	78/388501	PACKAGING WEST & DESIGN
Smith Container Corporation	78/172299	APOLLO