

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6737-49

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>Wilpak, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Georgia</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Madison Capital Funding LLC</u> <u>Internal</u> as agent</p> <p>Address: _____</p> <p>Street Address: <u>30 S. Wacker</u></p> <p>City: <u>Chicago</u></p> <p>State: <u>IL</u></p> <p>Country: <u>US</u> Zip: <u>60606</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____</p>
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3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 2, 2006

Assignment Merger
 Security Agreement Change of Name
 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Laura Konrath</u></p> <p>Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u></p> <p>Street Address: <u>35 W. Wacker Dr.</u></p> <p>City: <u>Chicago</u></p> <p>State: <u>IL</u> Zip: <u>60601</u></p> <p>Phone Number: <u>(312) 558 6352</u> Fax Number: <u>(312) 558-7500</u> Email Address: <u>Lkonrath@winston.com</u></p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>115</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konrath</u></p>
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9. Signature: Laura Konrath Signature 5/25/06 Date

Name of Person Signing _____

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

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 232428 78798223

Continuation
Item
Schedule 1 to
Trademark Security Agreement
4

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
None.		

TRADEMARK APPLICATIONS

1, 2,
3
4

<u>Mark</u>	<u>Date Filed</u>	<u>Serial No.</u>
"Wilpak,"	January 24, 2006 & December 22, 2005	78798223 & 78779318
"Wilpak: Managing Agile Supply Networks for America's Premier Brands"	January 23, 2006	78797389
"W Wilpak"	March 23, 2006	78843959

TRADEMARK LICENSES

<u>Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensee</u>			
<u>As Licensor</u>			

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Execution Copy

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Wilpak, Inc., a Georgia corporation (herein referred to as "**Grantor**"), owns the Trademarks listed on Schedule I annexed hereto, and is a party to the Trademark Licenses listed on Schedule I annexed hereto;

WHEREAS, Jacobson Acquisition Co., a Delaware corporation that is affiliated with the Grantor, the lenders referred to therein (the "**Lenders**") and Madison Capital Funding LLC, as Agent (the "**Agent**"), are parties to an Amended and Restated Credit Agreement dated as of February 7, 2005 (as heretofore amended and as the same may be amended and in effect from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of April 7, 2004 (as amended as of February 7, 2005 and as of the date hereof and as said Agreement may be amended and in effect from time to time, the "**Collateral Agreement**") among the Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the "**Grantee**"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien on substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure its Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure its Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent to use applications) referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark

owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

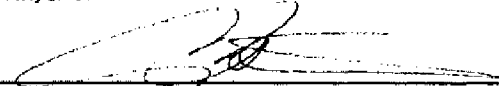
Grantor hereby irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of May, 2006.

WILPAK, INC.

By: 
Name: Craig Petermeyer
Title: President

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name:
Title:

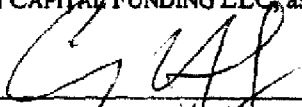
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2nd day of May, 2006.

WILPAK, INC.

By: _____
Name:
Title:

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: CRAIG H. KELLY
Title: MANAGING DIRECTOR

**Schedule 1 to
Trademark Security Agreement**

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<u>Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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As Licensee

As Licensor

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