# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		06/18/1990	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ama Corporation				
Street Address: 100 Tri-State Drive Suite 200					
City:	Lincolnshire				
State/Country:	ILLINOIS				
Postal Code: 60069					
Entity Type:	CORPORATION: DELAWARE				

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark			
Registration Number:	0955516	PERF-A-PAK			

#### **CORRESPONDENCE DATA**

Fax Number: (312)984-7700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: chicago\_ip\_docket@mwe.com, jmikulina@mwe.com,

slo@mwe.com

Correspondent Name: Jennifer M. Mikulina

Address Line 1: 227 W Monroe St Suite 4400 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	077618-0011
NAME OF SUBMITTER:	Wan-Shon Lo
Signature:	/Wan-Shon Lo/
Date:	08/08/2008

TRADEMARK REEL: 003832 FRAME: 0081

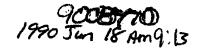
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#### FINANCING STATEMENT

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR PILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

DEBTOR'S NAME AND MAILING

ADDRESS:

Corporation
One Riverway, Suite 1200
Houston, TX 77056

SECURED PARTY OF RECORD AND
Wells Fargo Bank, N.A., as
MAILING ADDRESS:

Agent\*
420 Montgomery
San Francisco, CA 94104

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY AND INTERESTS ("COLLATERAL"):

Н

All Collateral, as defined in items 1 through 22 on Exhibit "A" attached hereto, including without limitation, Accounts, Documents, Equipment, Instruments, General Intangibles, Inventory, Vehicles, Trademarks, Patents, and Proceeds (as such terms are defined on Exhibit "A"), now owned or at any time hereafter acquired by Debtor.

#### CHECK ONLY IF APPLICABLE:

1

FOR FILING OFFICER:

This financing statement is to be filed for record in the real estate records as a fixture filing. The above-described Collateral includes, without limitation, all goods that are or are to become fixtures on the real property described on Exhibit "B" attached hereto. Debtor is the record owner of such real property.

X This financing statement includes proceeds of the Collateral.

IVEX CONVERTED PRODUCTS CORPORATION

Delaware Secretary

of

State

By / Nank 1/0

Title

Agent for "Banks" as defined in the Credit Agreement dated as of June 15, 1990 (as heretofore or hereafter renawed, extended, amended, restated, or modified) executed by Ivex Packaging Corporation and its subsidiaries, such Banks, and Wells Fargo Bank, N.A., as Agent.

THIS DOCUMENT PREPARED BY, AND WHEN RECORDED OR FILED RETURN TO:

Timothy R. Zinnecker Johnson & Gibbs P.C. Founders Square 900 Jackson Street Dallas, Texas 75202-4499

F: \kpsmith\17369\0000\DEL1, UCC

# 1990 Jun 18 mm 9:13 PAID & RECEIVED

# EXHIBIT "A"

(Attached to the Financing Statement executed by favor of 9 13

As used herein; "Collateral" shall mean their following property now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- All accounts now owned or hereafter acquired by Debtor, and shall also mean and include all accounts receivable, contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to Debtor arising from the sale, lease, or exchange of goods or other property by it and/or the performance of services by it (including, without limitation, any such obligation which might be characterized as an account, contract right, or general intangible under the Uniform Commercial Code in effect from time to time in any jurisdiction) and all of Debtor's rights in, to, and under all purchase orders for goods, services, or other property, and all of Debtor's rights to any goods, services, or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation, and rights to stoppage in transit) and all monies due to or to become due to Debtor under all contracts for the sale, lease, or exchange of goods or other property and/or the performance of services by it (whether or not yet earned by performance on the part of Debtor), in each case whether now in existence or hereafter arising or acquired, including, without limitation, the right to receive the proceeds of said purchase orders and contracts and all collateral, security and guarantees of any kind given by any Person with respect to any of the foregoing (collectively, "Accounts"). As partnership, an association, a trust or any other entity or organization including a covernment or reliable to the security of the security and guarantees of any kind given by any Person with used herein, "Person" means an individual, a corporation, a partnership, an association, a trust of any other entity of the security of the securi organization, including a government or political subdivision or, an agency or instrumentality thereof.
- 2. All documents and all documents of title or other receipts covering, evidencing, or representing Inventory, now owned or hereafter acquired by Debtor (collectively, "Documents").
- 3. All equipment now owned or hereafter acquired by Debtor (collectively, "Equipment").
- 4. All general intangibles now owned or hereafter acquired by Debtor, including, without limitation, (i) all obligations or indebtedness owing to Debtor (other than Accounts) from whatever source arising, (ii) all rights or claims in respect of refunds for taxes paid, and (iii) all rights in respect of any pension plan or similar arrangement maintained for employees of Debtor or

Exhibit A - Page 1

any of its Subsidiaries (collectively, "General Intensibles). As used herein, "Subsidiary" means, as to any Person, any corporation or other entity of which securities or other majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

- All instruments, chattel paper or letters of credit including, without limitation, negotiable instruments, promissory notes, drafts, bills of exchange, trade acceptances, securities, and any writings evidencing Debt, now owned or hereafter acquired by Debtor (collectively, "Instruments"). As used herein, "Debt" means, at any date, without duplication, (a) all obligations for borrowed money, (b) all obligations evidenced by bonds, debentures, notes, or other similar instruments and all securities providing for mandatory payments of money, whether or not contingent, (c) all obligations pursuant to revolving credit agreements or similar arrangements, (d) all interest rate and currency swaps and similar agreements under which payments are obligated to be made, whether periodically or upon the happening of a contingency, (e) all obligations to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (f) all obligations as lessee under capital leases, (g) all obligations to reimburse or prepay any bank or other person or entity in respect of amounts paid under a letter of credit, banker's acceptance, or similar instrument, whether drawn or undrawn, (h) all capital stock issued subject to mandatory redemption that is not contingent upon future events or circumstances, excluding the 17% senior cumulative preferred stock and the 12.5% cumulative preferred stock of Ivex Packaging Corporation, a Delaware corporation, (i) all debt, liabilities, or obligations of others secured by a lien on any asset, whether or not such debt, liabilities, or obligations are assumed, (j) recourse or repurchase obligations in connection with the sale of receivables, and (k) all contingent obligations.
- 6. All inventory, wherever located, now owned or hereafter acquired by Debtor and shall also mean and include, without limitation, (i) all raw materials and other materials and supplies, work in process and finished goods, any products made or processed therefrom and all substances, if any, commingled therewith or added thereto, (ii) all such property the sale or other disposition of which has given rise to Accounts, and which has been returned to or repossessed or stopped in transit by Debtor, (iii) goods in which Debtor has an interest in mass or in accessions to and products of any kind, and (iv) all (collectively, "Inventory").

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TRADEMARK
REEL: 003832 FRAME: 0085

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- 7. All cars, trucks, trailers, construction and earthmoving equipment and other vehicles covered by a certificate of title law of any state (collectively, "Vehicles").

  [593 JUN 18 AM 9 13
- 8. To the extent not otherwise included in paragraph 3 above, all machinery, apparatus, equipment, fittings, fixtures, furniture, and furnishings now or hereafter located upon or affixed or to become affixed to any real property owned or leased by Debtor, whether now or hereafter acquired or leased or any part thereof, and used or usable in connection with any future occupancy or use of such premises, including, but without limiting the generality of the foregoing, all heating, lighting, incinerating, loading, unloading, garage and power equipment, tools, machine parts and supplies, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens and windows, partitions, ducts and compressors owned by Debtor.
- 9. All other goods and personal property of Debtor, whether tangible or intangible or whether now or hereafter owned by Debtor and wherever located.
- 10. All right, title, and interest of the Debtor in, to, and under each contract and other agreement relating to the performance of services or for sale or other disposition of Inventory in each case to the extent assignable.
- 11. All rights, claims, and benefits of Debtor against any person, corporation, partnership, association, trust or other organization arising out of, relating to, or in connection with Inventory purchased by Debtor, including, without limitation, any such rights, claims, or benefits against any such person or entity storing or transporting such Inventory.
- 12. All rights and claims of the Debtor against any of its Subsidiaries at any time, whether arising out of advances made by Debtor to any such Subsidiary or otherwise.
- 13. All goods, money, certificates of deposit, and deposits or other bank accounts of Debtor (including those maintained with Secured Party or any Bank) to the extent that the Uniform Commercial Code shall be applicable thereto, instruments, securities, documents, chattel paper, credits, claims, demands and any other real and personal property rights and interests of Debtor whatsoever, whether now owned or hereafter acquired.
- 14. All interest rate protection agreements, interest rate futures, interest rate options, interest rate swaps, interest rate caps, or other interest rate hedge arrangements, to or under

Exhibit A - Page 3

which Debtor is a party or a beneficiary on the date hereof or becomes a party or a beneficiary hereafter.

- 15. All right, title, and interest of Debter Jim, 8td and under any operating or capital lease to the extent assignable.
- 16. Common law and statutory trademarks, service marks, trade names, trademark and service mark registrations, applications for trademark or service mark registrations, corporate names, company names, business names, fictitious business names, trade styles, logos, other source or business identifiers, copyrights, designs and general intangibles, all registrations and recordings thereof, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office, United States Register of Copyrights, or in any similar office or agency of the United States, any State thereof, or any county or any political subdivision thereof (collectively, the "Trademarks"), together with all goodwill associated therewith and all proceeds thereof (including, without limitation, license royalties and proceeds of infringement suits).
- 17. United States and foreign patents and patent applications, utility models, industrial models, designs, and any other forms of industrial intellectual property, including, without limitation, all grants issued by or applications pending in the United States Patent and Trademark Office or in any other country or political subdivision thereof, and all reissues, continuations, continuations—in—part, and divisions thereof (collectively, the "Patents"), together with all proceeds thereof (including, without limitation, license royalties and proceeds of infringement suits).
- 18. All documents in Debtor's possession, or subject to its demand for possession, related to the production and sale by Debtor or any of its subsidiaries or Debtor's licensees or subcontractors of products or services sold by or under the authority of Debtor in connection with the Trademarks and Patents, including, without limitation: (i) all lists and ancillary documents which identify and describe any of Debtor's customers, or those of any subsidiaries or Debtor's licensees, or subcontractors, for products sold under or in connection with the Trademarks and Patents, including, without limitation, such existing lists and ancillary documents which contain each customer's full name and address, the full name and address of all of its warehouses and branches, the identity of the person or persons having the principal responsibility on each customer's behalf for ordering products of the kind supplied by Debtor, the credit, payment, discount, delivery and other sale terms applicable to such customer, together with detailed information setting forth the total purchases, by brand, product, style and size, and the patterns of such purchases; (ii) all product and

Exhibit A - Page 4



service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks or Patents; (iii) all documents which reveal the name and address of all sources of supply, and all terms of purchase and delivery, for all materials and components used in the production of products or provision of service, sold under or in-connection with the Trademarks or Patents; and (iv) all documents constituting or concerning the then current or proposed advertising and promotion by Debtor or any subsidiary or Debtor's licensees or subcontractors of products sold under or in connection with the Trademarks and Patents including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products.

- 19. The right (but not the obligation) to commence proceedings (legal or otherwise) in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the Trademarks and Patents and all rights (but not obligations) corresponding thereto.
- 20. Rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to Trademarks and Patents presently or in the future owned or used by third parties, but in the case of third parties which are not affiliates of Debtor only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties.
- 21. All rights under contracts of indemnity to which Debtor is a party or a third party beneficiary.
- 22. To the extent not otherwise included in this 'Exhibit "A", all Proceeds and products of any and all of the foregoing. "Proceeds" means all proceeds of, and all other profits, rentals, or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing, or other disposition of, or realization upon, the Collateral, including without limitation (i) all claims of Debtor against third parties for loss of, damage to, or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, (ii) any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising, and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

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Exhibit A - Page 5

aling pursuant to the U	esented to a Filing Officer fo Iniform Commercial Code.	No. of Additional Sheets Presented;	3.   The Debtor is a transmitting utility.
vex Converte Orporation	d Products Suite 1200	2. Secured Party(ies) Name(s) and Address(es): Wells Fargo Bank, N.A. as Agent 420 Montgomery	4. For Filing Officer: Date, Time, No. Filing Office
louston, Texa		San Francisco, CA 94104	91 NOV 25 PH 4: 10
			SECRETARY OF STATE
5. This statement refers	s to original Financing Stater	08770 6/ ment No filed (date)	18/90 NE Secretary of Stat
S. 🗆 A. Continuation	The original Financing Sta	atement bearing the above file number is still effect	
🗆 B. Termination	The Secured Party of reco	ord no longer claims a security interest under the l	Financing Statement bearing the above file number.
C. Release	From the Collateral describe	ed in the Financing Statement bearing the above file nu	mber, the Secured Party of record releases the following
D. Assignment	The Secured Party of record the above file number to the secured Party of the Secured Party o	d has assigned the Secured Party's rights in the proper the Assignee whose name and address are shown	ty described below under the Financing Statement bearin
E. Amendment	The Financing Statement be	Paring the above file number is accorded as not forth by	DEIOW.
Debtoric Add		Ivex C	elow: (Signature of Debtor and Secured Party is Required
Debtor's Add to include Uf.	ress is hereby the following a	amended 100 Tr	elow (Signature of Debtor and Secured Party is Required onverted Products Corporatio i-State Drive, Suite 200 ashire, Illinois 60069
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Ivex Conver	ress is hereby the following a This statement is to be in	amended 100 Tr. dexed in the Real Estate Records  Drporation  Wells Fargo	onverted Products Corporatio i-State Drive, Suite 200 nshire, Illinois 60069
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# FINANCING STATEMENT CHANGE - AMENDMENT

THIS FINANCING STATEMENT CHANGE - AMENDM PURSUANT TO THE UNIFORM COMMERCIAL CODE	ENT IS PRESENTED TO A FILING OFFICER FOR FILING
DEBTOR'S NAME AND ADDRESS:	
IVEX CONVERTED PRODUCTS CORPORATION One Riverway, Suite 1200 Houston, Texas 77056	IVEX CONVERTED PRODUCTS CORPORATION 100 Tri-State Drive, Suite 200 Lincolnshire, IL 60069
SECURED PARTY'S NAME AND ADDRESS:	Wells Fargo Bank, N.A., as Agent 420 Montgomery San Francisco, CA 94104
FILING OFFICE:	Delaware Secretary of State
ORIGINAL FINANCING STATEMENT NO.:	08770
ORIGINAL FILING DATE:	June 18, 1990
entered into between and among Ivex Packaging Corporation, Kama Cot Ivex Paper Mill Corporation, certain financial institutions, Wells Far- signature pages thereto, as same has been amended, modified, renew- refinancings, refundings and/or replacements of same (all of the above lenders and financial institutions under the Credit Agreement as well as	(but does not extinguish) that certain Credit Agreement, dated as of June 15, 1990, poration, Ivex Coated Products Corporation, Ivex Converted Products Corporation, go Bank, N.A., as Agent, and certain other persons and entities set forth on the ed, extended, restated, supplemented and/or increased, together with any and all referred to as the "Credit Agreement"). The term "Banks" shall include all future as all present lenders and financial institutions under the Credit Agreement.
DESTOR'S SIGNATURE:	SECURED PARTY'S SIGNATURE:
By: Name: Frank 1. Tannura Title: Vice Pres. ~ CF0	By: Walerie K. Johnson Title: Ass't Vice President
92	215065, No. of additional pages presented: 7
Audrey A. Luetge, Sr. Legal Ass't.	No. of additional pages presented: 7
Fulbright & Jaworski 2200 Ross Avenue, Suite 2800	VER EC
Dallas, Texas 75201	Ivex Converted Products
	Corporation = -0
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AL04) 25.DER/0047234.2)	ニュースト (A)

#### EXHIBIT "A"

(Attached to the financing Statement executed in favor of Wells Fargo Bank, N.A., as Agent)

As used herein, 'Collareral' shall mean the following property now owned or at any time neresiter acquired by Debtor or in which Debtor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collareral"):

- All accounts now owned or hereafter acquired by Debtor, and shall also mean and include all accounts receivable. contract rights, book debts, notes, drafts, and other obligations or indebtedness owing to Debtor arising from the sale, lease, or exchange of goods or other property by it and/or the performance of services by it (including, without limitation, any such obligation which might be characterized as an account, contract right, or general intangible under the Uniform Commercial Code in effect from time to time in any jurisdiction) and all of Debtor's rights in, to, and under all purchase orders for goods, services, or other property, and all of Debtor's rights to any goods. services, or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers, rights of rescission, replevin, reclaration, and rights to scoppage in transit) and all monies due to or to become due to Debtor under all contracts for the sale, lease, or exchange of goods or other property and/or the performance of services by it (whether or not yet earned by performance on the part of Debtor), in each case whether now in existence or hereafter arising or acquired, including, without limitation, the right to receive the proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing (collectively, "Accounts"). As used herein, "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.
- 2. All documents and all documents of title or other receipts covering, evidencing, or representing Inventory, now owned or hereafter acquired by Debtor (collectively, "Documents").
- 1. All equipment now owned or hereafter acquired by Debtor (collectively, "Equipment").
- 4. All general intempibles now owned or hereafter acquired by Debtor, including, without limitation, (i) all obligations or indebtedness owing to Debtor (other than Accounts) from whatever source arising, (ii) all rights or claims in respect of refunds for taxes paid, and (iii) all rights in respect of any pention plan or statlar arrangement maintained for employees of papers or

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any of its Subsidiaries collectively, 'General Intendibles'). As used herein, 'Subsidiary' means, as to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the neard of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

- All instruments, chartel paper or letters of credit including, without limitation, negotiable instruments, promissory notes, drafts, bills of exchange, trade acceptances, securities. and any writings evidencing Debt, now owned or hereafter acquired by Debtor (collectively, "Instruments"). As used herein, "Debt" means, at any date, without duplication, (a) all obligations for borrowed money, (b) all obligations evidenced by bonds. debentures, notes, or other similar instruments and all securities providing for mandatory payments of money, whether or not contingent, (c) all obligations pursuant to revolving credit agreements or similar arrangements, (d) all interest rate and currency swaps and similar agreements under which payments are obligated to be made, whether periodically or upon the happening of a contingency, (e) all obligations to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (f) all obligations as lessee under capital leases, (g) all obligations to relaburse or prepay any bank or other person or entity in respect of amounts paid under a letter of credit, banker's acceptance, or similar instrument, whether drawn or undrawn. (h) all capital stock issued subject to mandatory redemption that is not contingent upon future events or circumstances, excluding the 17% senior cumulative preferred stock and the 12.5% cumulative preferred stock of Ivex Packaging Corporation, a Delaware corporation, (i) all debt, liabilities, or obligations of others secured by a lien on any asset, whether or not such debt. liabilities, or obligations are assumed. (j) recourse or repurchase obligations in connection with the sale of receivables, and (k) all contingent obligations.
- 6. All inventory, wherever located, now owned or hereafter acquired by Debtor and shall also mean and include, without limitation, (i) all raw materials and other materials and supplies, work in process and finished goods, any products made or processed therefrom and all substances, if any, commingled therewith or added thereto, (ii) all such property the sale or other disposition of which has given rise to Accounts, and which has been returned to or repossessed or stopped in transit by Debtor, (iii) goods in which Debtor has an interest in mass or in a joint or other interest or right of any kind, and (iv) all accessions to and products of any and all of the foregoing (collectively, "Inventory").

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SECRETARY OF STATE OF STATE

- 7. All cars, trucks, trailers, construction and earth-moving equipment and other vehicles covered by a certificate of title law of any state (collectively, "Vehicles").
- 3. To the extent not otherwise included in paragraph 1 above, all machinery, apparatus, equipment, fittings, fixtures, furniture, and furnishings now or hereafter located upon or affixed or to become affixed to any real property owned or leased by Debtor, whether now or hereafter acquired or leased or any part thereof, and used or usable in connection with any future occupancy or use of such premises, including, but without limiting the generality of the foregoing, all heating, lighting, incinerating, loading, unloading, garage and power equipment, tools, machine parts and supplies, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens and windows, partitions, ducts and compressors owned by Debtor.
- 9. All other goods and personal property of Debtor. Whether tangible or intengible or whether now or hereafter owned by Debtor and wherever located.
- 10. All right, title, and interest of the Debtor in, to, and under each contract and other agreement relating to the performance of services or for sale or other disposition of Inventory in each case to the extent assignable.
- 11. All rights, claims, and benefits of Debtor against any person, corporation, partnership, association, trust or other organization arising out of, relating to, or in connection with Inventory purchased by Debtor, including, without limitation, any such rights, claims, or benefits against any such person or entity storing or transporting such Inventory.
- 12. All rights and claims of the Debtor against any of its Subsidiaries at any time, whether arising out of advances made by Debtor to any such Subsidiary or otherwise.
- 13. All goods, money, certificates of deposit, and deposits or other bank accounts of Debtor (including those maintained with Secured Party or any Bank) to the extent that the Uniform Connercial Code shall be applicable thereto, instruments, securities, documents, chattel paper, credits, claims, demands and any other real and personal property rights and interests of Debtor whatsoever, whether now owned or hereafter acquired.
- 14. All interest rate protection agreements, interest rate futures. interest rate options, interest rate swaps, interest rate caps, or other interest rate hedge arrangements, to or under

Exhibit A - Page 3

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SECRETARY OF SIDGVER, TELAMA

which Debtor is a party or a beneficiary on the date hereof or becomes a party or a beneficiary hereafter.

- 15. All right, title, and interest of Debtor in, to, and inder any operating or capital lease to the extent assignable.
- 16. Common law and statutory trademarks, service marks. Trade names, trademark and service mark registrations, applications for trademark or service mark registrations. Corporate names, company names, business names, fictitious business names, trade styles, logos, other source or business identifiers, copyrights, designs and general intangibles, all registrations and recordings thereof, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office, United States Register of Copyrights, or in any similar office or agency of the United States, any State thereof, or any county or any political subdivision thereof (collectively, the "Trademarks," including, without limitation, those items listed as such on Schedula A hereto), together with all goodwill associated therewith and all proceeds thereof (including, without limitation, license royalties and proceeds of infringement suits).
- 17. United States and foreign patents and patent applications, utility models, industrial models, designs, and any other forms of industrial intellectual property, including, without limitation, all grants issued by or applications pending in the United States Patent and Trademark Office or in any other country or political subdivision thereof, and all reissues, continuations, continuations-in-part, and divisions thereof (collectively, the "Patents," including, without limitation, those items listed as such on Schedule A hereto), together with all proceeds thereof (including, without limitation, license royalties and proceeds of infringement suits).
- demand for possession, related to the production and sale by Debtor or any of its subsidiaries or Debtor's licensees or subcontractors of products or services sold by or under the authority of Debtor in connection with the Tradesarks and Patents, including, without limitation: (i) all lists and ancillary documents which identify and describe any of Debtor's customers, or those of any subsidiaries or Debtor's licensees, or subcontractors, for products sold under or in connection with the Tradesarks and Patents, including, without limitation, such existing lists and ancillary documents which contain each customer's full name and address, the full name and address of all of its warehouses and branches, the identity of the person or persons having the principal responsibility on each customer's behalf for ordering products of the kind supplied by Debtor, the credit, payment, discount, delivery and other sale, terms applicable to such customer, together with detailed information

Exhibit A - Page 4

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setting forth the total purchases. by brand, product, style and size, and the patterns of such purchases; (ii) all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks or Patents; (iii) all documents which reveal the name and address of all sources of supply, and all terms of purchase and delivery, for all materials and components used in the production of products or provision of service, sold under or in connection with the Trademarks or Patents; and (iv) all documents constituting or concerning the them current or proposed advertising and promotion by Debtor or any subsidiary or Debtor's licensees or subcontractors of products sold under or in connection with the Trademarks and Patents including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products.

- 19. The right (but not the obligation) to commence proceedings (legal or otherwise) in the name of Debtor or in the name of Secured Party for past, present, and future infringements of the Trademarks and Patents and all rights (but not obligations) corresponding thereto.
- 20. Rights and interests pursuant to licensing or other contracts in favor of Debtor pertaining to Trademarks and Patents presently or in the future owned or used by third parties, but in the case of third parties which are not affiliates of Debtor only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties.
- 21. All rights under contracts of indemnity to which Debtor is a party or a third party beneficiary.
- 22. To the extent not otherwise included in this Exhibit "A", all Proceeds and products of any and all of the foregoing. "Proceeds" means all proceeds of, and all other profits, rentals, or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing, or other disposition of, or realization upon, the Collateral, including without limitation (i) all claims of Debtor against third parties for loss of, damage to, or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, (ii) any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising, and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

Exhibit A - Page 5

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SECRETARY OF STATE
TOWN FOR THE STATE

# IVEX CONVERTED PRODUCTS

# SCHEDULE A

# PATENTS AND TRADEMARKS

# <u>Trademarks</u>

_Mark_	Country	Registration #	<u> [ssued</u>	
Redi-Wrap Foam Lock RediFoam Redilock Redi-Grow	USA	1,320,777	2/19/85	
Curtis Wayner				
lvex Besipak	USA	1,583,427	02/20/90	
Selectware U	USA	73/761,336		ling Date
La Classiana	USA	1,559,855	10/10/89	
Le Classique	USA	73/762,671		ling Date
Prime Time	USA	73/762,672		ling Date
A	USA	1,562,193	10/24/89	
Sloppy Dog	USA	<i>73/779</i> ,119	02/06/89 Fi	ling Date
		1,579,068	01/23/90	
Jetility	USA	904,954	12/28/70	
Jet-Pak	USA	595,021	09/14/54	
Jet-Pak/	Benelux	80,103	09/23/79	
Jet-Pak	Canada	133,032	10/11/78	
Jet-Pak	Denmark	1,470	06/04/81	
Jet-Pak .	France	1,111,214	10/26/79	
Jet-Pak	Italy	258,552	11/27/79	
Jet-Pak	South Africa	68/5089	11/01/78	
VOI. 0	& Venda	<b>Vay 3009</b>	12/44/10	
Jet-Pak /	South Africa & Venda	69/1306	03/28/79	
Jet-Lite /	USA	956,007	03/27/73	
Bestpak .	USA		02/09/71	
		907,359	<del>-</del>	
Bestpak	USA	869,868	02/27/69	
Bestpak	USA	760,479	11/26/63	
Chippewa	USA	958,164	05/01/73	
Chippewa	USA	957,784	04/24/73	
Artow	USA	942,805	09/12/72	
Chippa-Bag	USA	936,370	06/27/72	
Premier 🗸	USA	936,106	06/20/ <del>7</del> 2 %	
Corotint	USA	74/233813	12/2万年 景	
Crossview	USA	74/215156		
Buy-Me-Now	USA	72/201738	9/9/91	
Colowrap	USA	72/257192	The state of	
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# IVEX CONVERTED PRODUCTS

# SCHEDULE A

# PATENTS AND TRADEMARKS

Tradelitates
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Mark	Country	Registration #	Issued
Chippuking	USA	936,105	06/20/72
Brave	USA	936,104	06/20/72
Chippulex	USA	544,024	06/19/51
Chipputube	USA	533,775	11/21/50
Auto-Szai	USA	888,482	03/24/70
Koro-Fak	USA	874,281	0 <b>8/</b> 05/69
Mal Puk	USA	694,257	03/08/60
Par-Sel-Rup V	USA	712,313	03/07/61
TacStrip	USA	541,602	04/24/51
Glastrip	USA	540,927	04/10/51
Perf-A-Pak	USA	955,516	03/20/73
Patenta			
Floral Container	USA	Des 304,317	10/31/89
Floral Container	USA	Des 279,279	06/18/85
Apparatus for	USA	4,674,972	06/23/87
Themo-forming	-		
Plastic Articles			
Self-Sealable	USA	3,936,560	02/03/76
Corresion Protec			•
Packaging mater			
and racthod of n	naking		
Apparatus for the	TEO-		
forming plastle	<del></del> -		
anicles	- USA	4,674,972	06/23/87
Copyr: iin		•	
Floral Hat Bosket	USA	VA 150-155	10/17/83

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**TRADEMARK** 

REEL: 003832 FRAME: 0097

# State of Delaware

# UNIFORM COMMERCIAL CODE FORM UCC - 3

# STATEMENT OF CONTINUATION, ASSIGNMENT, TERMINATION, ETC.

Th	is S	TA	TEMENT is preser	nted to a filing	officer for filing pu	rsuant to the Unif	orm Commercial Co	ode:	
(ve )ne	1A. Debtor (Last Name First and Address): vex Converted Products Corporatione Riverway, Suite 1200 Duston, TX 77056  1B. Debtor (Last Name First and Address):					<b>^</b> y	For Filing Officer (Dat	te, Time and Filir	ng Office)
1B.									· · · · · · · · · · · · · · · · · · ·
						950338	32		
					by a separate written	statement of assignm	s indicated, this Form UC ent (on separate Form UC rd, and the required fee p	CC - 3 or substan	ccompanied tially similar
3.	Thi	s sta	atement refers to origi	nal Financing Sta	stement bearing File No	<b>0</b> 08770			
	File	d w	ith	Secretary o	f State		Date File	ed 06-18	19 <u>90</u>
4.		an	"X" in the correct box.			· · · · · · · · · · · · · · · · · · ·			
	A.	<b>X</b>	Continuation.	The original fina effective.	encing statement betwee	n the debtor and sec	ured party, bearing file n	umber shown at	bove, is still
	8.	а	Assignment,	The secured par	rty's rights under the fina	ncing statement bear	ring file number shown a	bove have been	assigned to
	c.	J	Partial Assignment.		nose name and address a rty's rights under the fina		ring file number shown a	bove have been	assigned in
				part to the assigned).	gnee whose name and ac	ldress appears in Iten	n 5 (indicate in Item 5 th	e portion of coll	ateral being
	D. Amendment. Financing State the secured par form, and not be			the secured part form, and not by	ment bearing file numbe ty should be by written st y amendment. Assignme rty releases all collateral	atement of assignmer nt of Debtor's interes	it on a separate Form UC t should be by amendme	C - 3 or substant int using this for	tially similar m.)
	F.		Partial Release.	The secured par above.	ty releases the collateral	described in Item 5 fro	m the financing statemer	nt bearing file nur	mber shown
	G.	۵	Termination.	= :	rty no longer claims a se	curity interest under	the financing statement	bearing file nun	nber shown
5.							84.	S)	
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						Wells Fa	Bank, N.A., as	Agent	
By .					******	Pu (   M		lit Officer	<del></del>
<b>-</b> ,	•				Fitle ble)	Sy flure o	Secured Party	Title	
By .						Ву		·····	<del></del>
,	S	igna	ture of Debtor (necessary only if It		Title ble)	-	f Secured Party	Title	

*f*. .

# State of Delaware

# UNIFORM COMMERCIAL CODE FORM UCC - 3 STATEMENT OF CONTINUATION, ASSIGNMENT, TERMINATION, ETC.

This	STA	ATEMENT is preser	nted to a filing	offic	cer for filing purs	suant to the Uni	form Commercial Coc	le:	<u></u>
1A. Debtor (Last Name First and Address):  Ivex Converted Products Corporat: One Riverway, Suite 1200  Houston, TX 77056				2. on	Secured Party(ies) Wells Fargo as Agent 420 Montgomer San Francisco	Bank, N.A.,	For Filing Officer (Date	Time and Fill	ng Office)
18. C	18. Debtor (Last Name First and Address):				95	03387		H 2: 44	
				[ D)	/ a separate written si	latement of assignm	is Indicated, this Form UCC nent (on separate Form UCC ord, and the required fee pa	- 3 or substan	ccompanied itially similar
3. T	his s	tatement refers to origi	nal Financing Sta	iteme	nt bearing File No.	08770			
F	iled v	vith	Secretar	y of	State		Date Filed	06~18	19 <u>90</u>
4. P	. 🗅		The original fina offective.	ncing	statement between		cured party, bearing file nu	mber shown a	bove, is still
С	. 🔾	Partial Assignment.	The secured par part to the assignment	iose n 'ty's ri	iame and address ap ights under the finan	pears in Item 5. cing statement bea	aring file number shown abo m 5 (indicate in Item 5 the	ve have heen	assigned in
D	. Xo	Amendment.	the secured part	y sho	uld be by written stai	ement of assignme	ended as set forth in Item 5 nt on a separate Form UCC st should be by amendment	- 3 or substan	tially similar
E.		Release. Partial Release.	The secured par	ty rek	eases all collateral fr	om the financing st	tatement bearing file numb om the financing statement	er shown abov	ve.
G	. 🗆	Termination.		ty no	longer claims a sec	urity interest under	the financing statement b	earing file nur	nber shown
<b>5.</b> Se	ecui	ed Party's addi	ress is amen	nded	WELLS FARG MAC #0187- 201 3RD STI	O BANK, N.A. , D81-CORPORATE REET, 8TH FLOOR SCO, CA 94103	as Agent		
Ivex	. Co	enverted product	s Corporati	on.		Wells	Bank, N.A., as A	gent.	
Well			, as Attorr		in-Fact	A			Officer
	Signature of Deport Title  (neces, er) only if Item 4D is applicable					Signiffic o	of Secured Party	Title	· · · · · · · · · · · · · · · · · · ·
Ву	Signature of Debtor Title (necessary only if Item 4D is applicable)					BySignature o	of Secured Party	Title	

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# SECURITY AGREEMENT (Term Borrower)

This SECURITY AGREEMENT (as the same may be amended from time to time, "Security Agreement") is executed as of June 15, 1990, by IVEX PACKAGING CORPORATION (the "Grantor") and WELLS FARGO BANK, N. A. (the "Agent").

WHEREAS, Grantor, its subsidiaries, the Agent and certain banks (the "Banks") are party to a \$225,000,000 Credit Agreement of even date herewith (as the same may be amended from time to time, the "Credit Agreement");

WHEREAS, this Security Agreement is executed in order to induce the Agent and the Banks to enter into the Credit Agreement; and

WHEREAS, the Grantor has agreed to grant a continuing security interest in and to the Collateral (as hereafter defined) to secure its obligations under the Credit Agreement and the Notes.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### SECTION 1. Definitions.

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Terms defined in the Credit Agreement and not otherwise defined herein shall have the respective meanings provided in the Credit Agreement. The following additional terms, as used herein, have the following respective meanings:

"Accounts" means, with respect to any Person, all "accounts" (as defined in the UCC) now owned or hereafter acquired by such Person, and shall also mean and include all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to such Person arising from the sale, lease or exchange of goods or other property by it and/or the performance of services by it (including, without limitation, any such obligation which might be characterized as an account, contract right or general intangible under the UCC in effect in any jurisdiction) and all of such Person's rights in, to and under all purchase orders for goods, services or other property, and all of such Person's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit) and all monies due to or to become

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- (O) The Grantor will, promptly upon request, provide to the Agent all information and evidence it may reasonably request concerning the Collateral, and in particular the Accounts, to enable the Agent to enforce the provisions of this Security Agreement.
- (P) At the request of the Agent (but not more than once in any year during the term of the Credit Agreement), the Grantor shall, at its cost and expense and within 30 days after Grantor's receipt of such request, cause to be delivered to the Secured Parties an opinion of counsel (which may be an opinion of inhouse counsel reasonably satisfactory to the Agent), reasonably satisfactory in form and substance to the Agent, to the effect that all financing statements and amendments or supplements thereto, continuation statements and other documents required to be recorded or filed in order to perfect the Security Interests for a period, specified in such opinion, continuing until a date not earlier than eighteen months from the date of such opinion, against all creditors of and purchasers from the Grantor have been filed in each filing office necessary for such purpose and that all filing fees and taxes, if any, payable in connection with such filings have been paid in full.
- (Q) The Grantor will, promptly upon request, provide to the Agent an accounting of the amounts owing by each account debtor or by all account debtors in respect of the Accounts, and such amounts will, at such time, be the correct amount actually owing by such account debtor or debtors thereunder in all material respects. The Grantor will promptly deliver to the Agent all Instruments evidencing all or any part of the amounts payable to the Grantor under or in connection with any Account.
- (R) The Grantor will produce all Inventory in compliance in all material respects with the applicable requirements of the Fair Labor Standards Act, as amended.
- (S) The Grantor will, in accordance with the Credit Agreement, keep segregated all Permitted Intercompany Debt received from any other Company and will promptly upon request, provide to the Agent an accounting of the amounts owing to (and by) the Grantor in respect of all Permitted Intercompany Debt, and such amounts will, at such time, be the correct amount actually owing to (and by) the Grantor in all material respects. The Grantor will promptly deliver to the Agent all Instruments evidencing all or any part of the amounts payable to the Grantor under or in connection with all Permitted Intercompany Debt.

# SECTION 6. General Authority.

(A) The Grantor hereby irrevocably appoints the Agent its true and lawful attorney, with full power of substitution, can the

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name of such Grantor, the Agent, the Secured Parties or otherwise, for the sole use and benefit of the Agent and the Secured Parties, but at such Grantor's expense, to the extent permitted by law, to exercise at any time and from time to time, without notice to or assent by the Grantor, all or any of the following powers:

- (i) upon the occurrence and during the continuance of any Default, to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue of the Collateral;
- (ii) upon the occurrence and during the continuance of any Default, to settle, compromise, combine, prosecute or defend any action or proceeding with respect to the Collateral;
- (iii) upon the occurrence and during the continuance of any Default, to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails of the Collateral, as fully and effectually as if the Agent were the absolute owner of the Collateral;
- (iv) upon the occurrence and during the continuance of any Default, to extend the time of payment of any or all of the Collateral and to make any allowance and other adjustments with reference to the Collateral;
- (v) to sign the name of the Grantor to any financing statement, continuation statements or other documents under the UCC relating to the Collateral;
- (vi) in the case of any Account, at any time when the authority of the Grantor to collect the Accounts has been curtailed or terminated pursuant to the first sentence of Section 4(D) hereof, or in the case of any other Collateral, at any time when any Default shall have occurred and is continuing, in the name of the Grantor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible or with respect to any other Collateral whenever payable;
- (vii) upon the occurrence and during the continuance of a Default to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement

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IN WITNESS WHEREOF, the Grantor and the Agent have caused this Security Agreement to be duly executed and delivered by their respective authorized signatories on the date first above written.

IVEX PACKAGING CORPORATION

One Riverway, Suite 1200 Woodway & South Post Oak Lane Houston, Texas 77056 Attention: Mr. Frank Tannura

WELLS\_FARGO BANK, N. A.

By: DENALD W. MERRICK, JR.

Name: Vice President

Title:

420 Montgomery San Francisco, California 94104

With Copies to:

Wells Fargo Bank, N.A. 333 South Grand Avenue, Ninth Floor Los Angeles, California 90071 Attn: Ms. Carla Axelrod

and

Wells Fargo Corporate Services, Inc. 3535 Lincoln Plaza 500 N. Akard Dallas, Texas 75201 Attn: Mr. Donald W. Herrick, Jr.

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UNE NATIONAL DESIGNATION OF THE PROPERTY OF TH

FINANCING STAT	EMENT CHANGE - AMENDMENT
THIS FINANCING STATEMENT CHANGE - AMEN PURSUANT TO THE UNIFORM COMMERCIAL CO	IDMENT IS PRESENTED TO A FILING OFFICER FOR FILING DDE
DEBTOR'S NAME AND ADDRESS:	
IVEX CONVERTED PRODUCTS CORPORATION One Riverway, Suite 1200 Houston, Texas 77056	IVEX CONVERTED PRODUCTS CORPORATION 100 Tri-State Drive, Suite 200 Lincolnshire, IL 60069
Tax	ID #74-1502780 9504848
SECURED PARTY'S NAME AND ADDRESS:	Wells Fargo Bank, N.A., as Agent* MAC #0187-081-Corporate 201 3rd Street, 8th Floor San Francisco, CA 94103
17, 1992, entered into between and among Ivex Packaging Corpore Paper Mill Corporation, Kama Corporation, Ivex Corporation, II institutions, Wells Fargo Bank, N.A., as Agent, and certain other renewed, extended, restated, supplemented, and/or increased from to fisame, which First Amended and Restated Credit Agreement amer Credit Agreement, dated as of June 15, 1990, entered into between Corporation, Ivex Converted Products Corporation, Ivex Paper Mil certain other persons and entities set forth on the signature pages the and/or increased, together with any and all refinancings, refundings are	orporate, 201 3rd Street, 8th Floor, San Francisco, CA 94103, for all present and future orporated in the First Amended and Restated Credit Agreement, dated as of December ation, Ivex Coated Products Corporation, Ivex Converted Products Corporation, Ivex PMC, Inc., Valley Express Lines, Inc. and IPMC Holding, Inc., certain financial represents or entities set forth on the signature pages thereto, as amended, modified, time to time, together with any and all refinancings, refundings and/or replacements and among Ivex Packaging Corporation, Kama Corporation, Ivex Coated Products I Corporation, certain financial institutions, Wells Fargo Bank, N.A., as Agent, and reto, as same has been amended, modified, renewed, extended, restated, supplemented and/or replacements of same (all of the above referred to as the "Credit Agreement"). itions under the Credit Agreement as well as all present lenders and financial institutions
FILING OFFICE:	Delaware Secretary of State
ORIGINAL FINANCING STATEMENT NO.:	90 08770
ORIGINAL FILING DATE:	June 18, 1990
amend the name of the Debtor to read a	
100 Tri-Sta Lincolns	CORPORATION te Drive, Suite 200 hire, IL 60069 D #13-3483970
	<u></u>
[Signature Blo	cks on Following Page]

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DEBTOR'S SIGNATURE:

KAMA CORPORATION

(Successor by Merger with Ivex Converted Products Corporation)

By:\_ Name:

Title:

armue Frank V. Tannura Vice President &

Chief Financial Officer

After recording, return to: Audrey A. Luetge, Sr. Legal Ass't. Fulbright & Jaworski L.L.P. 2200 Ross Avenue, Suite 2800 Dallas, Texas 75201

SECURED PARTY'S SIGNATURE:

WELLS FARGO BANK, N.A., AS AGENT

By: Name: Title: 0

Matthew Wright Credit Officer

9504840

235276.01/9[04][

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#### State of Delaware

# UNIFORM COMMERCIAL CODE FORM UCC - 3 STATEMENT OF CONTINUATION, ASSIGNMENT, TERMINATION, ETC.

1A. Debtor (Last Name First and Address):  ama Corporation  00 Tri-State Drive, Suite 200  incolnshire, IL 60069  1B. Debtor (Last Name First and Address):			Address):	2. Secured Party(ie	es) and Address(es)*	For Fiting Officer (Date, Time and Filing Office)	
				Wells Fargo Bar Agent MAC #018 201 3rd Street, San Francisco	7-081 Corp.	96 023 <b>22</b>	
			······································	by a separate writte form) signed by the	n statement of assignm e secured party of reco	s Indicated, this Form UCC - 3 ent (on separate Form UCC - 3 rd, and the required fee paid.	
3.		Secretar	nal Financing St 7 Of State.	atement bearing File No	¥ <del>8770</del> 1008770	76.0	10 00
	Filed wi	(II			(000770	Date Filed Ju	me 18, <sub>19</sub> 90
4.	Put an '	"X" in the correct box. Continuation.			een the debtor and sec	ured party, bearing file numb	er shown above, is st
	<b>B.</b> □	Assignment.	The secured pa	rty's rights under the fir hose name and address	nancing statement bea	ring file number shown above	have been assigned t
	c. 🗅	Partial Assignment.	The secured pa	rty's rights under the fi	nancing statement bea	ring file number shown above n 5 (indicate in Item 5 the por	have been assigned i tion of collateral bein
	<b>D</b> . O	Amendment.	Financing State the secured par	ty should be by written :	statement of assignmen	ended as set forth in Item 5. (A nt on a separate Form UCC - 3 It should be by amendment us	or substantially similar
	E. 🔾	Release.	The secured pa	rty releases all collaters	al from the financing st	atement bearing file number s	shown above.
	F. 🗆	Partial Release.	above.			om the financing statement bea	-
	GX B	Termination.	The secured pa above.	rty no longer claims a :	security interest under	the financing statement bear	ring file number show
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					WELLS FARGO	N.A., as Agent	<u> </u>
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	Signa	ture of Debtor (necessary only if It		Title ble)	Signative Matthew	o <b>(Secured Party</b> Wright, Credit Offi	icer Title
Ву					Ву		· , · , · , · , · . · .
	Signa	ture of Debtor		litle		of Secured Party	Title

TRADEMARK REEL: 003832 FRAME: 0106

**RECORDED: 08/08/2008**