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8/14/2008 9:10:01 PM PAGE 4/029 Fax Server

TO: JENNIFER M. MIKULINA COMPANY: 227 W MONROE ST SUITE 4400

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.108/11/2008
900113459

SUBMISSION TYPE:		CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:		Corrective Assignment to correct the execution date of the release, previously recorded on Reel 003832 Frame 0081. Assignor(s) hereby confirms the execution date of the release is January 22, 1996.	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		01/22/1996	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Kama 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		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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/		

CH \$40.00 0955516

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TRADEMARK
REEL: 003836 FRAME: 0693

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TO: JENNIFER M. MIKULINA COMPANY: 227 W MONROE ST SUITE 4400

Date:

08/11/2008

Total Attachments: 24

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TO: JENNIFER M. MIKULINA COMPANY: 227 W MONROE ST SUITE 4400

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.108/08/2008
900113378

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:	Kama 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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

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TRADEMARK
REEL: 003836 FRAME: 0695

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TO: JENNIFER M. MIKULINA COMPANY: 227 W MONROE ST SUITE 4400

Total Attachments: 24

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9005770
1990 Jun 18 Am 9:13FINANCING STATEMENT

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

DEBTOR'S NAME AND MAILING ADDRESS:

Ivex Converted Products Corporation
One Riverway, Suite 1200
Houston, TX 77056

SECURED PARTY OF RECORD AND MAILING ADDRESS:

Wells Fargo Bank, N.A., as Agent*
420 Montgomery
San Francisco, CA 94104

FOR FILING OFFICER:

Delaware Secretary of State

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

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:

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.

This financing statement includes proceeds of the Collateral.

IVEX CONVERTED PRODUCTS CORPORATION

By

Title

Frank P. Damura
Vice President

* Agent for "Banks" as defined in the Credit Agreement dated as of June 15, 1990 (as heretofore or hereafter renewed, 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:\kpm\mth\17369\0000\DELL.UCC

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EXHIBIT "A"

(Attached to the Financing Statement executed by Wells Fargo Bank, N.A., as Agent)

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As used herein, "Collateral" shall mean the 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");

1. 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 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").

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

TRADEMARK

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any of its Subsidiaries (collectively, "General Interests"). 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 board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

5. 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 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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TRADEMARK

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7. All cars, trucks, trailers, construction and earth-moving equipment and other vehicles covered by ~~and certificates~~ of title law of any state (collectively, "Vehicles").

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8. To the extent not otherwise included in paragraph 3 above, all machinery, apparatus, equipment, ~~fixtures~~ 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

TRADEMARK
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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~~ 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

TRADEMARK
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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.

F:\TRZ\NNEC\17369\0001\EXHIBIT A.UCC

Exhibit A - Page 5

TRADEMARK
REEL: 003836 FRAME: 0702

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):
Ivex Converted Products Corporation
One Riverway, Suite 1200
Houston, Texas 77056

2. Secured Party(ies) Name(s) and Address(es):
Wells Fargo Bank, N.A.
as Agent
420 Montgomery
San Francisco, CA 94104

4. For Filing Officer: Date, Time, No., Filing Office
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6/16/90
SECRETARY OF STATE
IVEX CONVERTED PRODUCTS CORPORATION

5. This statement refers to original Financing Statement No. _____

filed (date) _____

with _____

6. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:

D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:

E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)

Debtor's Address is hereby amended to include the following address:

Ivex Converted Products Corporation
100 Tri-State Drive, Suite 200
Lincolnshire, Illinois 60069

F. This statement is to be indexed in the Real Estate Records

Ivex Converted Products Corporation

Wells Fargo Bank, N. A., as Agent

By

[Signature]

Signature(s) of Debtor(s) (only on amendment)

By

[Signature]

Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-NUMERICAL

STANDARD FORM-FORM UCC-3-Approved by Secretary of State of Delaware

FINANCING STATEMENT CHANGE - AMENDMENT

THIS FINANCING STATEMENT CHANGE - AMENDMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

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

REASON FOR FILING: This Amendment is being filed to amend the name of the Secured Party to read as follows:

WELLS FARGO BANK, N.A., AS AGENT, 420 Montgomery, San Francisco, CA 94104, for all present and future "Banks" as such term is now or hereafter defined, referenced or incorporated in the First Amended and Restated Credit Agreement, dated as of December 17, 1992, entered into between and among Ivox Packaging Corporation, Ivox Coated Products Corporation, Ivox Converted Products Corporation, Ivox Paper Mill Corporation, Kama Corporation, Ivox Corporation, IPMC, Inc., Valley Express Lines, Inc. and IPMC Holding, Inc., certain financial institutions, Wells Fargo Bank, N.A., as Agent, and certain other persons or entities set forth on the signature pages thereto, as amended, modified, renewed, extended, restated, supplemented, and/or increased from time to time, together with any and all refinancings, refundings and/or replacements of same, which First Amended and Restated Credit Agreement amends, modifies, supplements, restates and extends (but does not extinguish) that certain Credit Agreement, dated as of June 15, 1990, entered into between and among Ivox Packaging Corporation, Kama Corporation, Ivox Coated Products Corporation, Ivox Converted Products Corporation, Ivox Paper Mill Corporation, certain financial institutions, Wells Fargo Bank, N.A., as Agent, and certain other persons and entities set forth on the signature pages thereto, as same has been amended, modified, renewed, extended, restated, supplemented and/or increased, together with any and all refinancings, refundings and/or replacements of same (all of the above referred to as the "Credit Agreement"). The term "Banks" shall include all future lenders and financial institutions under the Credit Agreement as well as all present lenders and financial institutions under the Credit Agreement.

REASON FOR FILING: This Amendment is also being filed to add an additional (and not replacement) Exhibit A and Schedule A.

DEBTOR'S SIGNATURE:

IVEX CONVERTED PRODUCTS CORPORATION

By: Frank Y. Tannura
Name: Frank Y. Tannura
Title: Vice Pres. & CFO

SECURED PARTY'S SIGNATURE:

WELLS FARGO BANK, N.A., AS AGENT

By: Valerie K. Johnson
Name: Valerie K. Johnson
Title: Ass't Vice President

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

9215065

No. of additional pages presented: 7

Ivex Converted Products Corporation
74-1502780

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EXHIBIT 'A'

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

As used herein, "Collateral" shall mean the 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"):

1. 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 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").
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

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any of its Subsidiaries (collectively, "General Intangibles"). 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 board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

5. 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 Ives 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").

Exhibit A - Page 2

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SECRETARY OF STATE
DOVER, DELAWARE

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").

8. 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 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

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SECRETARY OF STATE
DEPT. OF REVENUE

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 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," including, without limitation, those items listed as such on Schedule 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).

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

Exhibit A - Page 4

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OFFICE OF STATE
REGISTRATION

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 services, 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 licensee 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 3

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SECRETARY OF STATE
FBI - CHICAGO

IVEX CONVERTED PRODUCTS

SCHEDULE A

PATENTS AND TRADEMARKS

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration #</u>	<u>Issued</u>	
Redi-Wrap Foam Lock RadiFoam Redilock Redi-Grow Curtis Wagner	USA	1,320,777	2/19/85	
Ivex Bestpak Selectware ✓	USA	1,583,427	02/20/90	
	USA	73/761,336	11/02/88	Filing Date
	USA	1,559,853	10/10/89	
Le Classique Prima Time	USA	73/762,671	10/07/88	Filing Date
	USA	73/762,672	11/07/88	Filing Date
	USA	1,562,193	10/24/89	
Sloppy Dog	USA	73/779,119	02/06/89	Filing Date
		1,579,068	01/23/90	
Jetlily	USA	904,954	12/28/70	
Jet-Pak	USA	593,021	09/14/54	
Jet-Pak ✓	Belgium	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 & Venda	68/5089	11/01/78	
Jet-Pak ✓	South Africa & Venda	69/1306	03/28/79	
Jet-Lite ✓	USA	956,007	03/27/73	
Bestpak	USA	907,359	02/09/71	
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	
Arrow	USA	942,805	09/12/72	
Chippe-Bag	USA	936,370	06/27/72	
Premier ✓	USA	936,106	06/20/72	
Corotint	USA	74/233813	12/27/88	
Crossview	USA	74/215156	10/21/91	
Buy-Me-Now	USA	72/201738	9/9/91	
Colowrap	USA	72/257192	Pending	

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IVEX CONVERTED PRODUCTS

SCHEDULE A

PATENTS AND TRADEMARKS

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration #</u>	<u>Issued</u>
Chippaking	USA	936,105	06/20/72
Brave	USA	936,104	06/20/72
Chippaflex	USA	544,024	06/19/51
Chippatube	USA	533,775	11/21/50
Auto-Seal	USA	888,482	03/24/70
Koro-Pak	USA	874,281	08/05/69
Mal Pak	USA	694,257	03/08/60
Pur-Sel-Rap ✓	USA	712,313	03/07/61
TacStrip	USA	541,602	04/24/51
Glasstrip	USA	540,927	04/10/51
Perf-A-Pak ✓	USA	955,516	03/20/73

Patents

Floral Container	USA	Des 304,317	10/31/89
Floral Container	USA	Des 279,279	06/18/85
Apparatus for Thermo-forming Plastic Articles	USA	4,674,972	06/23/87
Self-Sealable Corrosion Protectable Packaging material and method of making same	USA	3,936,560	02/03/76
Apparatus for thermo- forming plastic articles	USA	4,674,972	06/23/87

Copyrights

Floral Hat Basket	USA	VA 150-153	10/17/83
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SECRETARY OF STATE
FEDERAL TELEGRAPH

State of Delaware
UNIFORM COMMERCIAL CODE FORM UCC - 3
STATEMENT OF CONTINUATION, ASSIGNMENT, TERMINATION, ETC.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1A. Debtor (Last Name First and Address): Ivex Converted Products Corporation One Riverway, Suite 1200 Houston, TX 77056	2. Secured Party(ies) and Address(es)* Wells Fargo Bank, N.A., as Agent 420 Montgomery San Francisco, CA 94104	For Filing Officer (Date, Time and Filing Office)
--	---	---

1B. Debtor (Last Name First and Address):

9503382

* If other than the secured party of record is indicated, this Form UCC - 3 must be accompanied by a separate written statement of assignment (on separate Form UCC - 3 or substantially similar form) signed by the secured party of record, and the required fee paid.

3. This statement refers to original Financing Statement bearing File No. 08770

Filed with Secretary of State Date Filed 06-18 19 90

4. Put an "X" in the correct box. (Check only one box per form)
- A. Continuation. The original financing statement between the debtor and secured party, bearing file number shown above, is still effective.
 - B. Assignment. The secured party's rights under the financing statement bearing file number shown above have been assigned to the assignee whose name and address appears in Item 5.
 - C. Partial Assignment. The secured party's rights under the financing statement bearing file number shown above have been assigned in part to the assignee whose name and address appears in Item 5 (indicate in Item 5 the portion of collateral being assigned).
 - D. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 5. (Assignment of rights of the secured party should be by written statement of assignment on a separate Form UCC - 3 or substantially similar form, and not by amendment. Assignment of Debtor's interest should be by amendment using this form.)
 - E. Release. The secured party releases all collateral from the financing statement bearing file number shown above.
 - F. Partial Release. The secured party releases the collateral described in Item 5 from the financing statement bearing file number shown above.
 - G. Termination. The secured party no longer claims a security interest under the financing statement bearing file number shown above.

5.

9503382-0 PG 2/42

By _____
 Signature of Debtor Title
 (necessary only if Item 4D is applicable)

Wells Fargo Bank, N.A., as Agent
 By _____
 Signature of Secured Party Credit Officer Title

By _____
 Signature of Debtor Title
 (necessary only if Item 4D is applicable)

By _____
 Signature of Secured Party Title

State of Delaware
UNIFORM COMMERCIAL CODE FORM UCC - 3
STATEMENT OF CONTINUATION, ASSIGNMENT, TERMINATION, ETC.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1A. Debtor (Last Name First and Address): Ivex Converted Products Corporation One Riverway, Suite 1200 Houston, TX 77056	2. Secured Party(ies) and Address(es)* Wells Fargo Bank, N.A., as Agent 420 Montgomery San Francisco, CA 94104	For Filing Officer (Date, Time and Filing Office) 95 MAR -9 PM 2:44 SECRETARIAT DEPARTMENT OF REVENUE
1B. Debtor (Last Name First and Address):	9503387 * If other than the secured party of record is indicated, this Form UCC - 3 must be accompanied by a separate written statement of assignment (on separate Form UCC - 3 or substantially similar form) signed by the secured party of record, and the required fee paid.	

3. This statement refers to original Financing Statement bearing File No. 08770
Filed with Secretary of State Date Filed 06-18 19 90

4. Put an "X" in the correct box. (Check only one box per form)
- A. Continuation. The original financing statement between the debtor and secured party, bearing file number shown above, is still effective.
 - B. Assignment. The secured party's rights under the financing statement bearing file number shown above have been assigned to the assignee whose name and address appears in Item 5.
 - C. Partial Assignment. The secured party's rights under the financing statement bearing file number shown above have been assigned in part to the assignee whose name and address appears in Item 5 (indicate in Item 5 the portion of collateral being assigned).
 - D. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 5. (Assignment of rights of the secured party should be by written statement of assignment on a separate Form UCC - 3 or substantially similar form, and not by amendment. Assignment of Debtor's interest should be by amendment using this form.)
 - E. Release. The secured party releases all collateral from the financing statement bearing file number shown above.
 - F. Partial Release. The secured party releases the collateral described in Item 5 from the financing statement bearing file number shown above.
 - G. Termination. The secured party no longer claims a security interest under the financing statement bearing file number shown above.

5. Secured Party's address is amended to:

WELLS FARGO BANK, N.A., as Agent
MAC #0187-081-CORPORATE
201 3RD STREET, 8TH FLOOR
SAN FRANCISCO, CA 94103

Ivex Converted Products Corporation
Wells Fargo Bank, N.A., as Attorney-in-Fact
By [Signature] Title
(necessary only if Item 4D is applicable)

Wells Fargo Bank, N.A., as Agent
By [Signature] Credit Officer
Signature of Secured Party Title

By _____ Title
(necessary only if Item 4D is applicable)

By _____ Title
Signature of Secured Party

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 I. Definitions.

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

9503387

TRADEMARK

REEL: 003836 FRAME: 0714

(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 in-house 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, in 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

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

By: Frank V. Tannura
Name: FRANK V. TANNURA
Title: Vice President

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

WELLS FARGO BANK, N. A.

By: Donald W. Herrick, Jr.
Name: DONALD W. HERRICK, JR.
Title: Vice President

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.

9503387

95 MAR -9 PM 2:44
SECRETARY ROOM
MONTGOMERY AVENUE
SAN FRANCISCO, CA 94104

FINANCING STATEMENT CHANGE - AMENDMENT

THIS FINANCING STATEMENT CHANGE - AMENDMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE

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

*WELLS FARGO BANK, N.A., AS AGENT, MAC #0187-081-Corporate, 201 3rd Street, 8th Floor, San Francisco, CA 94103, for all present and future "Banks" as such term is now or hereafter defined, referenced or incorporated in the First Amended and Restated Credit Agreement, dated as of December 17, 1992, entered into between and among Ivex Packaging Corporation, Ivex Coated Products Corporation, Ivex Converted Products Corporation, Ivex Paper Mill Corporation, Kama Corporation, Ivex Corporation, IPMC, Inc., Valley Express Lines, Inc. and IPMC Holding, Inc., certain financial institutions, Wells Fargo Bank, N.A., as Agent, and certain other persons or entities set forth on the signature pages thereto, as amended, modified, renewed, extended, restated, supplemented, and/or increased from time to time, together with any and all refinancings, refundings and/or replacements of same, which First Amended and Restated Credit Agreement amends, modifies, supplements, restates and extends (but does not extinguish) that certain Credit Agreement, dated as of June 15, 1990, entered into between and among Ivex Packaging Corporation, Kama Corporation, Ivex Coated Products Corporation, Ivex Converted Products Corporation, Ivex Paper Mill Corporation, certain financial institutions, Wells Fargo Bank, N.A., as Agent, and certain other persons and entities set forth on the signature pages thereto, as same has been amended, modified, renewed, extended, restated, supplemented and/or increased, together with any and all refinancings, refundings and/or replacements of same (all of the above referred to as the "Credit Agreement"). The term "Banks" shall include all future lenders and financial institutions under the Credit Agreement as well as all present lenders and financial institutions under the Credit Agreement.

FILING OFFICE:

Delaware Secretary of State

ORIGINAL FINANCING STATEMENT NO.:

90 08770

ORIGINAL FILING DATE:

June 18, 1990

REASON FOR FILING: Ivex Converted Products Corporation merged into Kama Corporation with Kama Corporation as the surviving corporation. This Amendment is being filed to amend the name of the Debtor to read as follows:


KAMA CORPORATION
100 Tri-State Drive, Suite 200
Lincolnshire, IL 60069
Tax ID #13-3483970

[Signature Blocks on Following Page]

95 APR -5 AM 11:40
RECEIVED
MAY 11 1990


DEBTOR'S SIGNATURE:

KAMA CORPORATION
(Successor by Merger with Ivex
Converted Products Corporation)

By: 
Name: Frank V. Tannura
Title: Vice President &
Chief Financial Officer

SECURED PARTY'S SIGNATURE:

WELLS FARGO BANK, N.A., AS AGENT

By: 
Name: Matthew Wright
Title: Credit Officer

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

9504846

95 APR -6 PM 11:40
SECRETARY OF STATE
PROPERTY DIVISION

State of Delaware
UNIFORM COMMERCIAL CODE FORM UCC - 3
STATEMENT OF CONTINUATION, ASSIGNMENT, TERMINATION, ETC.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1A. Debtor (Last Name First and Address): Kama Corporation 100 Tri-State Drive, Suite 200 Lincolnshire, IL 60069	2. Secured Party(ies) and Address(es)* Wells Fargo Bank, N.A., as Agent MAC #0187-081 Corp. 201 3rd Street, 8th Floor San Francisco CA 94103	For Filing Officer (Date, Time and Filing Office) <div style="text-align: center; font-size: 2em;">96 02322</div>
1B. Debtor (Last Name First and Address):	* If other than the secured party of record is indicated, this Form UCC - 3 must be accompanied by a separate written statement of assignment (on separate Form UCC - 3 or substantially similar form) signed by the secured party of record, and the required fee paid.	

3. This statement refers to original Financing Statement bearing File No. 8770
Filed with Secretary of State, DE 9008770 Date Filed June 18, 1990

4. Put an "X" in the correct box. (Check only one box per form)
- A. Continuation. The original financing statement between the debtor and secured party, bearing file number shown above, is still effective.
 - B. Assignment. The secured party's rights under the financing statement bearing file number shown above have been assigned to the assignee whose name and address appears in Item 5.
 - C. Partial Assignment. The secured party's rights under the financing statement bearing file number shown above have been assigned in part to the assignee whose name and address appears in Item 5 (indicate in Item 5 the portion of collateral being assigned).
 - D. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 5. (Assignment of rights of the secured party should be by written statement of assignment on a separate Form UCC - 3 or substantially similar form, and not by amendment. Assignment of Debtor's interest should be by amendment using this form.)
 - E. Release. The secured party releases all collateral from the financing statement bearing file number shown above.
 - F. Partial Release. The secured party releases the collateral described in Item 5 from the financing statement bearing file number shown above.
 - G. Termination. The secured party no longer claims a security interest under the financing statement bearing file number shown above.

5. 96 JUN 22 PM 5:07

By _____ <i>Signature of Debtor</i> <i>Title</i> (necessary only if Item 4D is applicable)	WELLS FARGO BANK, N.A., as Agent By _____ <i>Signature of Secured Party</i> <i>Title</i> Matthew Wright, Credit Officer
By _____ <i>Signature of Debtor</i> <i>Title</i> (necessary only if Item 4D is applicable)	By _____ <i>Signature of Secured Party</i> <i>Title</i>