53 50

95215446

# FINANCING STATEMENT

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

**DEBTOR'S NAME AND ADDRESS:**

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

**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

**FILING OFFICE:** Cook County Recorder's Office, IL

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

All Collateral, as defined in Exhibit A attached hereto, including without limitation, accounts, documents, goods, equipment, instruments, general intangibles, inventory, vehicles, trademarks, patents, copyrights, and proceeds, now owned or at any time hereafter acquired by Debtor.

95215446

**DEBTOR'S SIGNATURE:**

KAMA CORPORATION

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

**SECURED PARTY'S SIGNATURE:**

WELLS FARGO BANK, N.A., AS AGENT*

By:
Name: Matthew Wright
Title: Credit Officer

*WELLS FARGO BANK, N.A., AS AGENT, 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.

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

No. of additional pages presented: 16
The Collateral described in the financing statement is or may become fixtures on the property described in Exhibit B attached hereto and this financing statement is also to be filed in the Real Estate Records

MAIL TO

Record Owner of Real Property:
Kama Corporation, successor by merger to
Ivex Converted Products Corporation

Att Audrey Luetge
Fulbright + Jaworski
2200 Ross Ave Ste 2800
Dallas Texas 75201

53.50
D.P

02356A7/910411-7

DEPT-01 RECORDING $53.50
T#2222 TRAN 7190 03/30/95 09:40:00
#6276 # JB *-95-215446
COOK COUNTY RECORDER

95215446

**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

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 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").

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 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 window 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

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: (a) 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 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.

# IVEX CONVERTED PRODUCTS

## SCHEDULE A

## PATENTS AND TRADEMARKS

### Trademarks

| Mark | Country | Registration # | Issued |
|---|---|---|---|
| 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 |
| TacSulp | USA | 541,602 | 04/24/51 |
| Glastrip | 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 | 3,938,360 | 02/03/76 |
| Apparatus for thermo-forming plastic articles | USA | 4,674,972 | 06/23/87 |

### Copyrights

| | | | |
|---|---|---|---|
| Floral Hat Basket | USA | VA 150-155 | 10/17/83 |

IVEX CONVERTED PRODUCTS

SCHEDULE A

PATENTS AND TRADEMARKS

Trademarks

| Mark | Country | Registration # | Issued | |
|---|---|---|---|---|
| Redi-Wrap | USA | 1,320,777 | 2/19/85 | |
| Foam Lock | | | | |
| RediFoam | | | | |
| Redilock | | | | |
| Redi-Grow | | | | |
| Curtis Wagner | | | | |
| Ivex | USA | 1,583,427 | 02/20/90 | |
| Bestpak | | | | |
| Selectware | USA | 73/761,336 | 11/02/88 | Filing Date |
| | USA | 1,559,855 | 10/10/89 | |
| Le Classique | USA | 73/762,671 | 10/07/88 | Filing Date |
| Prime Time | 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 | |
| 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 | 1,211,214 | 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 | |
| Chippa-Bag | USA | 936,370 | 06/27/72 | |
| Premier | USA | 936,106 | 06/20/72 | |

**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

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 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").

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

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

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 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.

# IVEX CONVERTED PRODUCTS

## SCHEDULE A

## PATENTS AND TRADEMARKS

### Trademarks

| Mark | Country | Registration # | Issued | |
|---|---|---|---|---|
| Redi-Wrap | USA | 1,320,777 | 2/19/85 | |
| Foam Lock | | | | |
| RediFoam | | | | |
| Redilock | | | | |
| Redi-Grow | | | | |
| Curtis Wagner | | | | |
| Ivex | USA | 1,583,427 | 02/20/90 | |
| Bestpak | | | | |
| Selectware | USA | 73/761,336 | 11/02/88 | Filing Date |
| | USA | 1,559,855 | 10/10/89 | |
| Le Classique | USA | 73/762,671 | 10/07/88 | Filing Date |
| Prime Time | 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 | |
| Jetility | USA | 904,914 | 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 | 01/27/79 | |
| 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 | 11/26/61 | |
| Chippewa | USA | 958,164 | 05/01/73 | |
| Chippewa | USA | 957,784 | 04/24/73 | |
| Arrow | USA | 942,805 | 09/12/72 | |
| Chippa-Bag | USA | 936,370 | 08/27/72 | |
| Premier | USA | 936,106 | 06/20/72 | |
| Corotint | USA | 74/233813 | 12/27/91 | |
| Crossview | USA | 74/215156 | 10/21/91 | |
| Buy-Me-Now | USA | 72/201738 | 9/9/91 | |
| Colowrap | USA | 72/257192 | Pending | |

# IVEX CONVERTED PRODUCTS

## SCHEDULE A

## PATENTS AND TRADEMARKS

### Trademarks

| Mark | Country | Registration # | Issued |
|---|---|---|---|
| Chippwise | USA | 936,105 | 06/20/72 |
| Brave | USA | 936,104 | 06/20/72 |
| Chippuflex | USA | 544,024 | 06/19/51 |
| Chippurube | USA | 533,775 | 11/21/50 |
| Auto-Seal | USA | 888,482 | 03/24/70 |
| Kuro-Pak | USA | 874,281 | 08/05/69 |
| Mel Pak | USA | 694,257 | 03/08/60 |
| Per-Sel-Rap | USA | 712,313 | 05/07/61 |
| TacStrip | USA | 541,602 | 04/24/51 |
| Glastrip | USA | 540,927 | 04/10/51 |
| Perf-A-Pak | USA | 955,516 | 03/20/73 |

### Patents

| | | | |
|---|---|---|---|
| Floral Container | USA | Des 304,377 | 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 Series | USA | VA 150-155 | 10/17/83 |

95215146

EXHIBIT "B"

Hillside, Illinois

PARCEL 1:
THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD AND EASTERLY OF THE RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILROAD (EXCEPT THE NORTH 752 FEET THEREOF AND EXCEPT THE EAST 50 FEET OF THAT PART OF SAID TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN A LINE WHICH IS 752.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH EAST 1/4 AFORESAID SAID POINT BEING 50 FEET WEST OF THE EAST LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG SAID LINE WHICH IS 752.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH EAST 1/4 AFORESAID A DISTANCE OF 60.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE TO A POINT ON A LINE WHICH IS 50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTH EAST 1/4 AFORESAID, SAID POINT BEING 60.0 FEET SOUTH OF A LINE WHICH IS 752.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH EAST 1/4 AFORESAID; THENCE NORTH ALONG A LINE WHICH IS 50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING AND EXCEPTING FROM SAID TRACT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF MANNHEIM ROAD (SAID LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17) WHICH IS 1338.97 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 17; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF MANNHEIM ROAD FOR A DISTANCE OF 283.83 FEET TO A POINT; THENCE NORTHWESTERLY ON A DEFLECTION TO THE RIGHT OF 23 DEGREES 07 MINUTES 00 SECONDS FOR A DISTANCE OF 335.54 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH A LINE WHICH IS 38.71 FEET EASTERLY (AT RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILROAD; THENCE SOUTHERLY IN SAID PARALLEL LINE FOR A DISTANCE OF 100 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE FOR A DISTANCE OF 60.88 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY WHICH IS 38.73 FEET NORTHERLY OF (MEASURED IN SAID RIGHT OF WAY LINE) ITS POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY; THENCE SOUTHERLY IN SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 38.73 FEET TO SAID POINT OF INTERSECTION; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 756.56 FEET TO ITS POINT OF INTERSECTION WITH THE WEST LINE OF MANNHEIM ROAD; THENCE NORTH ALONG SAID WEST LINE OF MANNHEIM ROAD FOR A DISTANCE OF 463.82 FEET TO THE POINT OF BEGINNING AND EXCEPTING FROM SAID TRACT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF MANNHEIM ROAD (SAID LINE BEING 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17) WHICH IS 1288.79 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 17; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF MANNHEIM ROAD FOR A DISTANCE OF 438.28 FEET TO A POINT; THENCE SOUTHEASTERLY ON A DEFLECTION TO THE RIGHT OF 23 DEGREES 07 MINUTES 00 SECONDS FROM THE LAST DESCRIBED LINE FOR A DISTANCE OF 188.40 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO SAID WEST LINE OF MANNHEIM ROAD TO A POINT IN SAID WEST LINE WHICH IS 50.00 FEET SOUTH OF THE POINT OF BEGINNING; THENCE EAST IN SAID RIGHT ANGLE

92 U 217140

95215146

92 U 217140

EXHIBIT "A" (Cont'd)

LINE 283.83 FEET TO SAID POINT IN SAID WEST LINE; THENCE NORTH IN SAID WEST LINE OF MANNHEIM ROAD 73.18 FEET TO THE POINT OF BEGINNING AND EXCEPTING FROM SAID TRACT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF MANNHEIM ROAD (SAID LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17 WHICH IS 1285.79 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 17; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF MANNHEIM ROAD FOR A DISTANCE OF 435.28 FEET TO A POINT; THENCE NORTHWESTERLY ON A DEFLECTION TO THE RIGHT OF 23 DEGREES 07 MINUTES 00 SECONDS FOR A DISTANCE OF 149.14 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH A LINE WHICH IS 38.71 FEET EASTERLY (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILROAD SAID POINT OF INTERSECTION BEING A POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE SOUTHERLY IN SAID PARALLEL LINE FOR A DISTANCE OF 100 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE FOR A DISTANCE OF 189.88 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE WHICH IS 38.73 FEET NORTHERLY OF (MEASURED IN SAID RIGHT OF WAY LINE) ITS POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY; THENCE NORTHEASTERLY IN SAID EASTERLY RIGHT OF WAY LINE 300.17 FEET; THENCE SOUTHEASTERLY 39.18 FEET TO THE POINT OF BEGINNING

ALSO

PARCEL 2:

EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY GRANT FROM VULCAN CONTAINERS INC., A CORPORATION OF ILLINOIS, TO EXPRESSWAYS BUILDING CORPORATION, A CORPORATION OF ILLINOIS, DATED JUNE 20, 1962 FILED JUNE 27, 1962 AS DOCUMENT LR 2041081 FOR RAILROAD ACCESS AND TO MAINTAIN, OPERATE AND USE THE EXISTING SPUR TRACK AND TO CONSTRUCT, MAINTAIN, OPERATE AND USE ONE OR MORE SPUR TRACKS UPON, OVER AND ACROSS THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE WEST LINE OF MANNHEIM ROAD (SAID LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 17 WHICH IS 1285.79 FEET SOUTH OF THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 17; THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF MANNHEIM ROAD FOR A DISTANCE OF 435.28 FEET TO A POINT; THENCE NORTHWESTERLY ON A DEFLECTION TO THE RIGHT OF 23 DEGREES 07 MINUTES 00 SECONDS FOR A DISTANCE OF 149.14 FEET TO THE POINT OF INTERSECTION OF SAID LINE WITH A LINE WHICH IS 38.71 FEET EASTERLY (AT RIGHT ANGLE MEASUREMENT) AND PARALLEL WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, AURORA AND ELGIN RAILROAD SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE SOUTHERLY IN SAID PARALLEL LINE FOR A DISTANCE OF 100 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE FOR A DISTANCE OF 189.88 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE WHICH IS 38.73 FEET NORTHERLY OF (MEASURED IN SAID RIGHT OF WAY LINE) ITS POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY; THENCE NORTHEASTERLY IN SAID EASTERLY RIGHT OF WAY LINE 300.17 FEET THENCE SOUTHEASTERLY 39.18 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

91 U 13400

PIN NO.
15-17-404-025-0000

95215446

92 U 21749