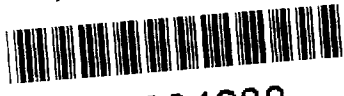


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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Riverwood International Corporation**

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

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

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent
Internal Address: _____
Street Address: P.O. Box 2558
City: Houston State: TX ZIP: 77252

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 27, 2001

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See Attached Schedule A**

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached? Yes No

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

Name: Robyn Greenberg, Esq.
Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 39

7. Total fee (37 CFR 3.41): \$ 990.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Greenberg, Esq. [Signature] 10/12/01
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 11

10/23/2001 LHWELLER 00000199 974620
01 FD:481
02 FD:482

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

TRADEMARK
REEL: 002388 FRAME: 0429

U.S. TRADEMARKS – ACTIVE

TRADEMARK	Filing Date	Registr. Date	Registr. No.
AQUAKRAFT	1972-12-26	1973-12-11	974620
KRAFKOTE	1969-10-03	1970-10-20	901222
KRAFTMASTER	1970-01-12	1971-06-08	913556
MARKSMAN	1963-05-15	1963-12-24	761783
MARKSMAN	1963-05-15	1963-12-24	761908
MARKSMAN & DESIGN	1971-11-08	1972-10-24	945523
MARKSMAN LIGHT-TITE & DESIGN	1965-11-15	1967-05-30	829321
OMNIKRAFT	1956-03-07	1957-05-21	645764
ROAD RIDER	1966-05-19	1967-11-14	838587
RUFF-RIDER	1965-07-13	1966-11-22	818923
RUFF-RIDER	1971-09-03	1972-12-05	948262
SUS	1980-09-08	1983-11-15	1257516
TARGETEER	1985-07-15	1986-03-11	1385751
TARGETEER	1974-03-01	1974-12-24	1000096
TARGETEER & DESIGN	1974-03-27	1974-12-24	1000099
PEARL-KOTE	1982-02-19	1983-07-05	1244431
AQUA-KOTE	1989-07-27	1990-03-27	1588828
ARR-O-LOK	1985-07-15	1986-03-11	1385968
KRAFBRITE	1986-09-04	1987-04-21	1437284
CHARGER	1988-02-22	1988-09-13	1503611
RIVERWOOD	1991-03-15	1994-05-03	1834155
PACKAGING THE GLOBE	1991-04-26	1994-05-10	1836146
JAK-ET-PAK	1957-10-30	1958-08-05	665361
JAK-ET-PAK	1957-01-25	1958-11-04	669129
MINNESOTA AUTOMATIONA AND DESIGN	1985-05-28	1986-09-02	1407374
TWIN-STACK	1992-10-06	1994-01-11	1816407
NATURAL RENEWABLE RESOURCE	1993-05-24	1996-06-18	1981355
STAK-LOCK	1993-08-31	1996-06-25	1982829
VERTIPACK	1994-05-17	1995-10-10	1926447
NOTHING ELSE STACKS UP	1996-11-14	1997-09-23	2099552

QUIKFLEX 1997-05-16 1999-03-02 2227312

U.S. TRADEMARKS – PENDING

TRADEMARK	Filing Date	Application No.
VENDPACK	2001-05-01	76/257501
OMNI-KOTE	2000-09-22	76/137401
LOGO/DESIGN	2001-02-21	76/213433
RADAR II	2000-04-26	76/035364
X-FLUTE	2000-07-28	76/099450
Y-FLUTE	2000-07-28	76/099654
Z-FLUTE	2000-07-29	76/1000000
FRIDGE VENDOR	2001-05-01	76/257500

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 21, 2001 is made by Riverwood International Corporation, a Delaware corporation (the "Borrower"), in favor of The Chase Manhattan Bank, a New York banking corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of August 10, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Agent, and Bankers Trust Company, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Riverwood Holding, Inc., RIC Holding, Inc., the Borrower and certain of its subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of August 10, 2001, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower granted to the Agent for the ratable benefit of the Agent and the Lenders a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. This Agreement evidences and confirms the grant by the Borrower of a security interest in its Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the ratable benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

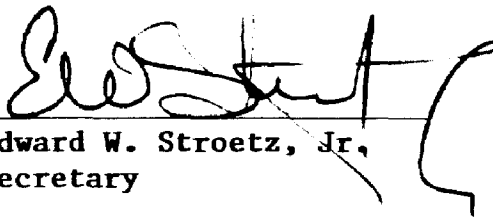
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Trademark and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RIVERWOOD INTERNATIONAL CORPORATION

By: 
Name: **Edward W. Stroetz, Jr.**
Title: **Secretary**

THE CHASE MANHATTAN BANK,
as Administrative Agent for the Lenders

By: _____
Name:
Title:

STATE OF **GEORGIA**)
) ss
COUNTY OF **COBB**)

On the 23rd day of August, 2001, before me personally came Edward W. Stroetz, Jr., who is personally known to me to be the Corporate Counsel and Secretary of Riverwood International Corporation, a Delaware corporation; who, being duly sworn, did depose and say that he is the Corporate Counsel and Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

Notary Public, Cobb County, Georgia.
My Commission Expires September 20, 2002.

(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RIVERWOOD INTERNATIONAL CORPORATION

By: _____

Name:

Title:

THE CHASE MANHATTAN BANK,
as Administrative Agent for the Lenders

By:  _____

Name:

Title:

William J. Caggiano
Managing Director

STATE OF NY)
) ss
COUNTY OF NY)

On the 27th day of August, 2001, before me personally came William J. Caggiano, who is personally known to me to be the Managing Director of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that he is the Managing Director in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Susan Marie Sylvester

Notary Public SUSAN MARIE SYLVESTER
NOTARY PUBLIC, State of New York
No. 01SY6051743
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 4, 2002

(PLACE STAMP AND SEAL ABOVE)

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