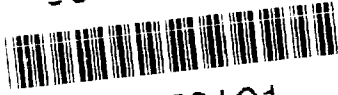


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

C & H Packaging Company, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 30, 2003

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

Name: Toronto Dominion (Texas), Inc., as Administrative Agent

Internal Address: _____

Street Address: 909 Fannin, Suite 1700

City: Houston State: TX ZIP: 77010

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

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)

B. Trademark Registration No.(s)

2,174,800

Additional number(s) attached? Yes No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41):\$ 40.00

- Enclosed
- Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number:

(Attach 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 Rahbar, Esq.
Name of Person Signing

Robyn Rahbar
Signature

6/12/03
Date

06/16/2003 6T0M11 00000057 2174800

Total number of pages including cover sheet, attachments, and document: 7

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of April 30, 2003 is made by C & H Packaging Company, Inc., a Wisconsin corporation. (the "Additional Grantor"), in favor of TORONTO DOMINION (TEXAS), INC., as Administrative Agent (in such capacity, the "Administrative Agent") for the several banks, other financial institutions and entities (the "Lenders"), from time to time parties to the Credit Agreement, dated as of November 8, 2001 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the APPLETON PAPERS INC., a Delaware Corporation and parent company of the Grantor (the "Borrower"), PAPERWEIGHT DEVELOPMENT CORP., a Wisconsin corporation ("Holdings"), the Lenders, the Administrative Agent, BEAR, STEARNS & CO. INC., as sole lead arranger and sole bookrunner (in such capacity, the "Arranger"), BEAR STEARNS CORPORATE LENDING INC., as syndication agent (in such capacity, the "Syndication Agent"), U.S. BANK NATIONAL ASSOCIATION d/b/a FIRSTAR BANK, N.A. and LASALLE BANK NATIONAL ASSOCIATION, each as documentation agent (in such capacity, the "Documentation Agents"), M&I MARSHALL & ILSLEY BANK, as managing agent (in such capacity, the "Managing Agent"), and ASSOCIATED BANK, N.A., as co-agent (in such capacity, the "Co-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, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of November 8, 2001 in favor of the Administrative Agent (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Collateral Agreement, in furtherance thereof the Additional Grantor executed and delivered an Assumption Agreement, dated as of April 30, 2003 (the "Assumption Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Additional Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Additional Grantor 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 Additional Grantor agrees, for the benefit of the Administrative 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 Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademark (including, without limitation, the item listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

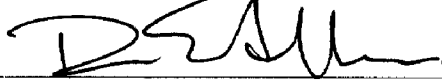
SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The 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 Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark granted hereby are more fully set forth in the Credit Agreement and the 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.

C & H Packaging Company, Inc.

By: 

Name: Dane E. Allen

Title: Assistant Secretary

Toronto Dominion (Texas), Inc.
as Administrative Agent for the Lenders

By: _____

Name:

Title:

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

On the 30th day of April, 2003, before me personally came Dave E. Allen, who is personally known to me to be the Assistant Secretary of C & H Packaging Company, Inc., a Wisconsin corporation; who, being duly sworn, did depose and say that ~~she~~ she is the Assistant Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Christopher B. Day
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registration

<u>Trademark</u>	<u>Registration Number</u>
PACKAGING DEFINES IT! (and design)	2,174,800