

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mid-America Packaging, LLC		01/09/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Transamerica Business Capital Corporation
Street Address:	8750 West Bryn Maur
Internal Address:	Suite 270
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60631
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1558990	MID-AMERICA PACKAGING
Serial Number:	78144800	DELTA NATURAL KRAFT

CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-876-7629
Email:	elizabeth.burns@lw.com
Correspondent Name:	Beth Burns / Latham & Watkins
Address Line 1:	233 S. Wacker Drive
Address Line 2:	Suite 5800
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Elizabeth Burns
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 9, 2003 by MID-AMERICA PACKAGING, LLC, a Delaware limited liability company ("Grantor"), in favor of TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated October 14, 2002, as amended and restated on January 9, 2003 by and between Gaylord Container Corporation ("Gaylord") and Grantor, Grantor acquired all of Gaylord's right, title and interest in and to certain trademarks of Gaylord, as listed on Schedule I hereto;

WHEREAS, pursuant to that certain Loan Agreement dated as of the date hereof by and among Grantor as Borrower, the Persons named therein as other Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"). Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MID-AMERICA PACKAGING, LLC, as Grantor

By: [Signature]
Name: Mark Van Dame
Title: Vice Pres.

ACCEPTED AND ACKNOWLEDGED BY:

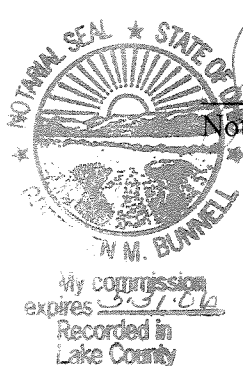
TRANSAMERICA BUSINESS CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss.
COUNTY OF CLYAHDA

On this 27th day of December, 2002 before me personally appeared Mark Van Dame, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MID-AMERICA PACKAGING, LLC, a Delaware limited liability company who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by the necessary limited liability company action and that he acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]
Notary Public


{seal}

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademarks:

MID-AMERICA PACKAGING
Registration No.: 1558990
Registration Date: April 11, 1996

DELTA NATURAL KRAFT
Serial No.: 78/144800
Filed: July 17, 2002

Trademark Licenses:

Grantor has an exclusive license to use the "stylized M with dot" mark registered under Registration No. 1442064 pursuant to that certain Trademark License Agreement dated December 27, 2002 between Mid-America Group, LTD. and Mid-America Packaging, LLC.