

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	Assignment of Security Interest
------------------------------	---------------------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TransAmerica Business Capital Corporation		04/05/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC National Bank
Street Address:	249 Fifth Avenue, One PNC Plaza
Internal Address:	6th Floor
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 2

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

CORRESPONDENCE DATA

Fax Number: (216)861-7370
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 216.861.7370
 Email: mverma@bakerlaw.com
 Correspondent Name: Monica S. Verma, Esq.
 Address Line 1: 1900 E. 9th Street
 Address Line 2: Baker & Hostetler LLP, Suite 3200
 Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	PNC
--------------------------------	-----

NAME OF SUBMITTER:	Monica S. Verma
---------------------------	-----------------

Total Attachments: 14

CH \$65.00 78144800

source=tm assign#page1.tif
source=tm assign#page2.tif
source=tm assign#page3.tif
source=tm assign#page4.tif
source=tm assign#page5.tif
source=tm assign#page6.tif
source=tm assign#page7.tif
source=tm assign#page8.tif
source=tm assign#page9.tif
source=tm assign#page10.tif
source=tm assign#page11.tif
source=tm assign#page12.tif
source=tm assign#page13.tif
source=tm assign#page14.tif

ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT
("ASSIGNMENT")


FOR VALUE RECEIVED, the undersigned TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation, as Agent and a Lender as each term is defined in the Loan Agreement referenced below ("Assignor") having an address at 500 W. Monroe, 17th Floor, Chicago, IL 60661, DOES HEREBY ASSIGN, SET OVER, TRANSFER and CONVEY, without representation or warranty of any kind other than as specifically set forth in that certain Amendment No. 3 to Loan Agreement and Assignment Agreement, each dated on or about the date hereof, by and among Assignee (as hereinafter defined), Assignor and the other parties thereto (collectively, the "Agreement"), to PNC BANK, NATIONAL ASSOCIATION, a national banking association, as successor Agent and a Lender ("Assignee") having an address at 249 Fifth Avenue, 6th Floor, One PNC Plaza, Pittsburgh, PA 15222, all of the Assignor's right, title and interest in, to and under that certain Trademark Security Agreement dated as of January 9, 2003 executed by MID-AMERICA PACKAGING, LLC, a Delaware limited liability company ("Company") in favor of Assignor, recorded at Reel 2823, Frame 0141 (a copy of which is attached hereto as Exhibit A), in favor of Assignor to secure the payment and performance of the Obligations (as defined in that certain Loan Agreement dated as of January 9, 2003 by and among Assignor, as Agent and a Lender, the Company, the other Lenders and Loan Parties signatory thereto from time to time, as amended, restated or otherwise modified from time to time, the "Loan Agreement"). Assignee hereby accepts the foregoing Assignment and assumes the obligations of Assignor under the Trademark Security Agreement pertaining to the period after the date hereof. The terms of this Assignment are subject to the terms of the Agreement. This Assignment may be executed in counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 5th day of April, 2004.

ASSIGNOR:

TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation

By: 
Name: JOAN M. STEIDLE
Its: ONLY AUTHORIZED SIGNATORY

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 5 day of April, 2004.

ASSIGNOR:

TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By: TK = NM
Name: Thomas L. Amblynd
Its: V.P.

STATE OF Illinois }
COUNTY OF Cook }SS.

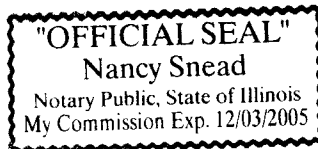
Personally appeared before me, Nancy Snead, a Notary Public, John Steidle with whom I am personally acquainted, who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Signatory of Transamerica Business Capital Corporation, a Delaware corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 5th day of April, 2004.

Nancy Snead
Notary Public

My Commission Expires:

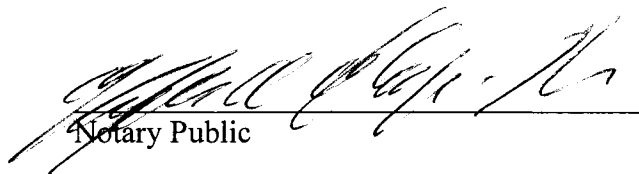
12/03/2005



STATE OF Ohio }
 } SS.
COUNTY OF Cuyahoga }

Personally appeared before me, Elizabeth A. Dellinger-Thoman, a Notary Public, Thomas L. Humby with whom I am personally acquainted, who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 5th day of April, 2004.


Notary Public

My Commission Expires:

ELIZABETH A. DELLINGER THOMAN Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

900006807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
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		
Total Attachments: 5			
source=Midameraica Trademark_1#page1.tif			
source=Midameraica Trademark_2#page1.tif			
source=Midameraica Trademark_3#page1.tif			

OP \$65.00 1558990

source=Midameraica Trademark_4#page1.tif
source=Midameraica Trademark_5#page1.tif

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

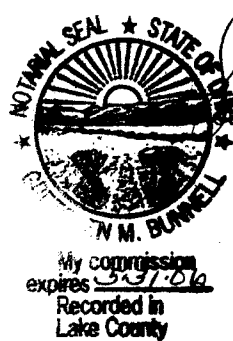
By: _____
Name: _____
Title: _____

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.

{seal}

[Signature]
Notary Public


[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.

Sch.I-1

CH567664.6