

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toronto Dominion (Texas), Inc., as Administrative Agent		06/11/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	C & H Packaging Company, Inc.
Street Address:	825 E. Wisconsin Avenue
Internal Address:	P.O. Box 359
City:	Appleton
State/Country:	WISCONSIN
Postal Code:	54912-0359
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2174800	PACKAGING DEFINES IT!

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2254
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Correspondent Name:	Robyn Rahbar, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	009350/0221
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NAME OF SUBMITTER:	Kimberly Solomon
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Total Attachments: 5
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of June 11, 2004, from TORONTO DOMINION (TEXAS), INC., a Delaware corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to C & H Packaging Company, Inc., a Wisconsin corporation with its principal place of business located at 825 E. Wisconsin Avenue, P.O. Box 359, Appleton, WI 54912-0359 (the "Additional Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 8, 2001, made by Appleton Papers Inc., a Delaware corporation and parent company of the Additional Grantor (the "Grantor") and certain other subsidiaries of the Grantor in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral;

WHEREAS, pursuant to the Assumption Agreement, dated as of April 30, 2003 (the "Assumption Agreement"), the Additional Grantor because a party to the Collateral Agreement;

WHEREAS, pursuant to the Grant of Security Interest in Trademark Rights dated as of April 30, 2003, among the Agent and the Additional Grantor (the "Security Agreement"), the Additional Grantor, by reference to the Collateral Agreement, granted a Security Interest to the Agent specifically in certain Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 3, 2003, at Reel 2753 and Frame 0053; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

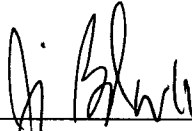
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Additional Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

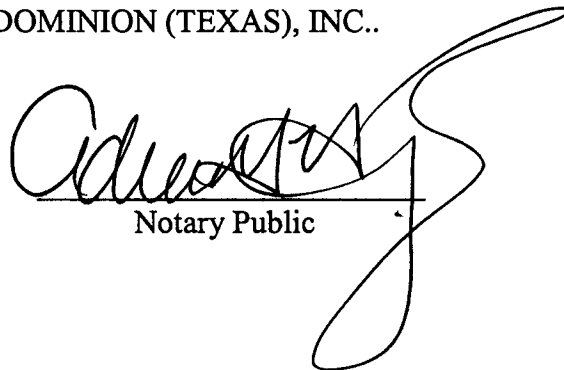
TORONTO DOMINION (TEXAS), INC.

By: 
Name: Jim Bridwell
Title: Vice President

PROVINCE ONTARIO)
STATE OF _____)
CITY TORONTO)
COUNTY OF _____)

SS.:

On this 20 day of ~~June~~^{JULY}, 2004, before me personally appeared JIM BRIDWELL to me known who, being by me duly sworn, did depose and say that he/she is VICE PRESIDENT of TORONTO DOMINION (TEXAS), INC., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by TORONTO DOMINION (TEXAS), INC..



Notary Public

(Affix Seal Below)

Schedule A

U.S. Trademark Registrations

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

009350-0221-10777-NY02.2376037.1