

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mid-America Packaging, LLC		01/11/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	249 Fifth Avenue		
<b>Internal Address:</b>	6th Floor, One PNC Plaza		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15222		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1558990	MID-AMERICA PACKAGING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)696-0740		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-861-7370		
<b>Email:</b>	clevelandip@bakerlaw.com		
<b>Correspondent Name:</b>	Monica S. Verma		
<b>Address Line 1:</b>	1900 East Ninth Street		
<b>Address Line 2:</b>	3200 National City Center		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	38268-00017		
<b>NAME OF SUBMITTER:</b>	Monica S. Verma		
<b>Signature:</b>	/Monica S. Verma/		

CH \$40.00 1558990

Date:

03/27/2006

**Total Attachments: 5**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of January 11, 2006 by MID-AMERICA PACKAGING, LLC, a Delaware limited liability company and DELTA NATURAL KRAFT, LLC, an Arkansas limited liability company (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association, 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 1 hereto;

WHEREAS, Grantor as Borrower, the persons named therein as other Loan Parties, Transamerica Business Capital Corporation (“Transamerica”) and the persons signatory thereto from time to time as Lenders entered into that certain Loan Agreement dated as January 9, 2003 (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Loan Agreement”).

WHEREAS, Transamerica assigned its interest in the Loan Agreement to Agent pursuant to that certain Assignment Agreement dated as of April 4, 2004 (the “Assignment Agreement”).

WHEREAS the parties to the Loan Agreement, plus one additional subsidiary loan party, have entered into a certain Amended and Restated Loan Agreement dated January 11, 2006 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Amended and Restated Loan Agreement”);

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for the in the Amended and Restated 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 Amended and Restated 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 “Amended and Restated Security Agreement”); and

WHEREAS, pursuant to the Amended and Restated Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Amended and Restated 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 Amended and Restated 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 Trademark and Trademark Licenses to which it is a party including those referred to on Schedule 1 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 Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Amended and Restated 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 Amended and Restated 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 Amended and Restated 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: Daniel W. Herd  
Title: CFO/Treasurer/Secretary

DELTA NATURAL KRAFT, LLC,  
as Grantor

By: [Signature]  
Name: Daniel W. Herd  
Title: CFO/Treasurer/Secretary

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: [Signature]  
Name: Thomas L. Hubbard  
Its: U.P.

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO

SS:

COUNTY OF Cuyahoga

On this 10th day of January 2, 2006 before me personally appeared Daniel W. Herd 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 made 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

[Signature Page of Restated Trademark Security Agreement]


My commission expires 3-31-06  
Recorded in  
Lake County

TRADEMARK  
REEL: 003277 FRAME: 0573

STATE OF OHIO )

COUNTY OF Cuyahoga SS:

On this 10th day of January, 2006 before me personally appeared Daniel W. Herd proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DELTA NATURAL KRAFT, LLC, a Delaware limited liability company who being by me made 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

 Bretchen M. Bunnell  
Notary Public  
My commission expires 5.31.06  
Recorded in  
Lake County

[Signature Page of Amended and Restated Trademark Security Agreement]

TRADEMARK  
REEL: 003277 FRAME: 0574

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS

Trademarks:

Mid-America Packaging  
Registration No.: 1558990  
Registration Date: April 11, 1996  
Owner: Mid-America Packaging, LLC

Delta Natural Kraft  
Serial No.: 78/144800  
Filed: July 17, 2002  
Owner: Delta Natural Kraft, LLC

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

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