

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	03/30/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Caraustar Industries, Inc.		03/30/2006	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent
Street Address:	300 Galleria Parkway, N.W.
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78721722	ES NOW

**CORRESPONDENCE DATA**

Fax Number: (404)522-8409  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-420-5574  
 Email: ovs@phrd.com  
 Correspondent Name: Oksana V. Sepich  
 Address Line 1: 285 Peachtree Center Avenue  
 Address Line 2: Suite 1500  
 Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	1809.22
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NAME OF SUBMITTER:	Michael G. Leveille
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**OP \$40.00 78721722**

Signature:

/Michael G. Leveille/

Date:

04/18/2006

**Total Attachments: 15**

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**AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND  
TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of March 30, 2006, by the Obligor referred to below in favor of the Agent, for the benefit of the Agent and the other Secured Parties (as such terms are defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 24, 2003 by and among the Obligors, Bank of America, N.A., a national banking association (the "Agent") and the various financial institutions party thereto from time to time (the "Existing Lenders") (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Credit Agreement"), the Existing Lenders agreed to make loans to, and issue letters of credit on behalf of, Caraustar Industries, Inc., a North Carolina corporation ("Caraustar"), and the other "Borrowers" thereunder;

WHEREAS, in order to induce the Agent and the Existing Lenders to enter into the Existing Credit Agreement and the other Loan Documents (as defined therein) and to induce the Existing Lenders to make loans and issue letters of credit as provided for in the Existing Credit Agreement, the Obligors entered into a Conditional Assignment and Trademark Security Agreement dated as of June 24, 2003 in favor of the Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified prior to the date hereof, the "Existing Trademark Security Agreement"), and pursuant thereto agreed to grant to the Agent, for the benefit of the Existing Lenders, a continuing Lien on the Trademarks (as defined in Section 1 of the Existing Trademark Security Agreement) to secure the Obligations (as defined in the Existing Credit Agreement);

WHEREAS, the Obligors, the Agent and the various financial institutions party thereto (the "Lenders") have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified or restated from time to time, the "Credit Agreement"), which Credit Agreement amends and restates the Existing Credit Agreement;

WHEREAS, it is a condition to the Agent's and the Lenders' willingness to make loans and other financial accommodations to or for the benefit of the Borrowers under the Credit Agreement that Obligors agree to amend and restate the Existing Trademark Security Agreement in its entirety as hereinafter set forth; and

WHEREAS, in consideration for, among other things, the execution and delivery of the Credit Agreement by the Agent and the Lenders, and to secure the full and prompt payment and performance of all of the Obligations (as defined in the Credit Agreement), the parties hereto agree that the Existing Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and Obligors agree to grant to the Agent, for the benefit of the Agent, the Lenders, each Affiliate of a Lender that provides "Bank Products" (as such term is defined in the Credit Agreement), and the Letter of Credit Issuer (as defined in the Credit Agreement)

(collectively, the "Secured Parties"), a security interest in the Trademarks and any other Collateral described herein, and to ratify, renew and continue the prior grant of a security interest in the Trademarks and any other Collateral described in the Existing Trademark Security Agreement, in order to ensure and secure the prompt payment and performance of the Obligations;

All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

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, the parties hereto agree to amend and restate the Existing Trademark Security Agreement as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, each Obligor hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Secured Parties, a security interest in such Obligor's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in Schedule A attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

In addition to the foregoing, each Obligor hereby ratifies, reaffirms, renews and continues its prior grant of a security interest in favor of the Agent, for the benefit of the Secured Parties, in all of the Trademarks and other Collateral described in the Existing Trademark Security Agreement.

2. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, any Obligor shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in any Obligor's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of any Obligor which are confusingly similar to such mark, and the Obligors shall give to the Agent prompt written notice thereof. This Section 2 shall not apply to trademarks which are owned by others and licensed to any Obligor. Each Obligor shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Section 2.

3. Modification of Agreement.

Each Obligor authorizes the Agent to modify this Agreement by amending **Schedule A** to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 1 or Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Obligors.

4. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Sections 1 and 2 hereof, if any Event of Default shall have occurred and be continuing, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. Each Obligor hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of each Obligor and in the name of such Obligor or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence and during the continuance of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as **Exhibit A** and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of such Obligor or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Credit Agreement, the Security Agreement or any other Loan Document, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the Obligors to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default shall have occurred and be continuing, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to any Obligor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services),

shall apply the residue of such proceeds in accordance with the Loan Documents. Notice of any sale or other disposition of the Trademarks shall be given to the Obligors, in care of Caraustar in the manner provided in the Credit Agreement, at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which each Obligor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any other Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of any Obligor, which right is hereby waived and released. Each Obligor hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for in Section 4(a), no Obligor shall have any right, title, or interest in or to any of the Trademarks and each Obligor shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Credit Agreement and the Security Agreement, deliver to the Agent all Goods bearing the Trademarks.

5. Termination of Agreement.

At such time as the Obligors shall completely satisfy all of the Obligations and the Commitments shall have been terminated, the Agent shall execute and deliver to the Obligors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Obligors title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

6. Limitation of Liability and Indemnification.

Each Obligor hereby releases the Agent and the other Secured Parties from, and agrees to hold the Agent and the other Secured Parties free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Agent's or any other Secured Party's gross negligence or willful misconduct), and each Obligor agrees to indemnify the Agent and the other Secured Parties from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim, except to the extent of the Agent's or any other Secured Party's gross negligence or willful misconduct.

7. Waiver and Amendment.

(a) No course of dealing between any Obligor and the Agent or the other Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the other Secured Parties, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

8. Cumulative Rights.

All of the Agent's and the other Secured Parties' rights and remedies with respect to the Trademarks, whether established hereby or under any other Loan Document, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

9. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

11. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

12. Choice of Law.

The validity, construction and enforcement of this Agreement and the determination of the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the internal laws in effect in the State of Georgia.

13. Amendment and Restatement.

(a) This Agreement amends and restates the Existing Trademark Security Agreement. All rights, benefits, indebtedness, interests, liabilities and obligations of the parties to the Existing Trademark Security Agreement and the agreements, documents and instruments executed and delivered in connection with the Existing Trademark Security Agreement (collectively, the "Existing Trademark Security Documents") are hereby renewed, amended, restated and superseded in their entirety according to the terms and provisions set forth in this Agreement and the other Loan Documents. This Agreement does not constitute, nor shall it result in, a waiver of, or release, discharge or forgiveness of, any amount payable pursuant to the Existing Trademark Security Documents or any indebtedness, liabilities or obligations of the Obligors thereunder, all of which are renewed and continued and are hereafter payable and to be performed in accordance with this Agreement and the other Loan Documents. Neither this Agreement nor any of the other Loan Documents extinguishes the indebtedness or liabilities outstanding in connection with the Existing Trademark Security Documents, nor do they constitute a novation with respect thereto.

(b) All security interests, pledges, assignments, and other Liens previously granted by the Obligors pursuant to the Existing Trademark Security Documents are hereby renewed and continued, and all such security interests, pledges, assignments and other Liens shall remain in full force and effect as security for the Obligations.

[Remainder of page intentionally left blank --  
Signatures begin on next page]



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

**OBLIGORS:**

**CARAUSTAR INDUSTRIES, INC.**

By:   
**Ronald J. Domanico, Senior Vice President**

**CARAUSTAR CUSTOM PACKAGING GROUP,  
INC.**

**CARAUSTAR RECOVERED FIBER GROUP, INC.**

**CARAUSTAR INDUSTRIAL AND CONSUMER  
PRODUCTS GROUP, INC.**

**CARAUSTAR MILL GROUP, INC.**

**SPRAGUE PAPERBOARD, INC.**

**PBL INC.**

**GYPSUM MGC, INC.**

**McQUEENEY GYPSUM COMPANY**

**FEDERAL TRANSPORT, INC.**


**CAMDEN PAPERBOARD CORPORATION**

**HALIFAX PAPER BOARD COMPANY, INC.**

**CARAUSTAR CUSTOM PACKAGING GROUP  
(MARYLAND), INC.**

**CHICAGO PAPERBOARD CORPORATION**

**PARAGON PLASTICS, INC.**

By:   
**Ronald J. Domanico, Vice President of  
each of the foregoing entities**

**CARAUSTAR, G.P.**


By: **CARAUSTAR INDUSTRIES, INC., general  
partner**

By:   
**Ronald J. Domanico, Sr. Vice President**

*Signature Page - Trademark Security Agreement  
Caraustar*

**RECCMG, LLC**

By: **CARAUSTAR MILL GROUP, INC.,**  
Sole Member

By:   
Name: Ronald J. Domanico  
Title: VP, Secretary & Treasurer

[Signatures continued on following page]

By: CARAUSTAR INDUSTRIAL AND  
CONSUMER PRODUCTS GROUP, INC.,  
general partner

By:   
Ronald J. Domanico, Vice President

**McQUEENEY GYPSUM COMPANY, LLC**

By: McQUEENEY GYPSUM COMPANY, sole  
member

By:   
Ronald J. Domanico, Vice President

**AUSTELL HOLDING COMPANY, LLC**

By: CARAUSTAR INDUSTRIES, INC.,  
sole member

By:   
Ronald J. Domanico, Sr. Vice President

**AGENT:**

**BANK OF AMERICA, N.A., as Agent**

By: \_\_\_\_\_  
Walter T. Shellman, Vice President

By: CARAUSTAR INDUSTRIAL AND  
CONSUMER PRODUCTS GROUP, INC.,  
general partner

By: \_\_\_\_\_  
Ronald J. Domanico, Vice President

**McQUEENEY GYPSUM COMPANY, LLC**

By: McQUEENEY GYPSUM COMPANY, sole  
member

By: \_\_\_\_\_  
Ronald J. Domanico, Vice President

**AUSTELL HOLDING COMPANY, LLC**

By: CARAUSTAR INDUSTRIES, INC.,  
sole member

By: \_\_\_\_\_  
Ronald J. Domanico, Sr. Vice President

**AGENT:**

**BANK OF AMERICA, N.A., as Agent**



By: Walter T. Shellman  
Walter T. Shellman, Vice President

**SCHEDULE A**

**Listing of Trademark Registrations and Applications**

**Trademark Registrations:**

<b>Record Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Status / Reg. No.</b>
Caraustar Industries, Inc.	<b>KRAFTONE®</b>	US	Reg. No. 2,482,325
Caraustar Industries, Inc.	<b>ECONOPOUR®</b>	US	Reg. No. 2,082,467
Caraustar Industries, Inc.	<b>REPELKOTE®</b>	US	Reg. No. 2,402,429
Caraustar Industries, Inc.	<b>WHITONE®</b>	US	Reg. No. 2,569,625
Caraustar Industries, Inc.	<b>INVERTOP®</b>	US	Reg. No. 2,674,866
<b>Caraustar Industries, Inc.</b>	<b>INVERFREEZ®</b>	US	Reg. No. 2,674,865
<b>Caraustar Industries, Inc.</b>	<b>BLISTONE®</b>	US	Reg. No. 2,677,688
Caraustar Industries, Inc.	<b>CARA M™</b>	US	Reg. No. 2,713,125
Caraustar Industries, Inc.	<b>STATONE®</b>	US	Reg. No. 2,677,633
Caraustar Industries, Inc.	<b>PROTECH®</b>	US	Reg. No. 1,440,580
Caraustar Industries, Inc.	<b>Sleek /</b>  ®	US	Reg. No. 777,217
Caraustar Industries, Inc.	<b>CONDUCTCOR®</b>	US	Reg. No. 1,449,648
Caraustar Industries, Inc.	<b>TURF TUBES®</b>	US	Reg. No. 2,363,457 (Sup Reg)
Caraustar Industries, Inc.	<b>QUICK GRAB®</b>	US	Reg. No.

<b>Record Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Status / Reg. No.</b>
			2,269,147
Caraustar Industries, Inc.	<b>BRITONE®</b>	US	Reg. No. 1,031,428
Caraustar Industries, Inc.	<b>KONVA-KORE™</b>	US	Reg. No. 2,838,084
Caraustar, G.P.	<b>CARAUSTAR®</b>	US	Reg. No. 2,484,548
Caraustar, G.P.		US	Reg. No. 2,484,511
Caraustar, G.P.		US	Reg. No. 2,484,512
Caraustar Industrial and Consumer Products Group, Inc.	<b>K-SAFE®</b>	US	Reg. No. 1,693,969
Caraustar Industrial and Consumer Products Group, Inc.	<b>PLASTICS ON DEMAND (POD)®</b>	US	Reg. No. 2,488,014
Caraustar Industrial and Consumer Products Group, Inc.	<b>K-SEAL®</b>	US	Reg. No. 1,595,416
Caraustar Industrial and Consumer Products Group, Inc.	<b>K-WRAP®</b>	US	Reg. No. 1,656,832
Sprague Paperboard, Inc.	<b>INVERKOTE®</b>	US	Reg. No. 2,543,641
Caraustar Custom Packaging Group (Maryland), Inc.	<b>Shape-Up</b>	US	Reg. No. 2,240,217
Caraustar Custom Packaging Group (Maryland), Inc.	<b>Fit-Rite Deluxe</b>	US	Reg. No. 2,138,562
Caraustar Custom Packaging Group (Maryland), Inc.	<b>Contour</b>	US	Reg. No. 2,123,570
Caraustar Custom Packaging Group (Maryland), Inc.	<b>CPC Staiz</b>	US	Reg. No. 2,121,524
Caraustar Custom Packaging Group (Maryland), Inc.	<b>Pops-On</b>	US	Reg. No. 2,121,523
Caraustar Custom Packaging Group (Maryland), Inc.	<b>EZ LOK</b>	US	Reg. No. 2,147,348

<b>Record Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Status / Reg. No.</b>
Caraustar Custom Packaging Group (Maryland), Inc.	<b>Form-It</b>	US	Reg. No. 2,123,569
Caraustar Custom Packaging Group (Maryland), Inc.	<b>Snap-Pak</b>	US	Reg. No. 2,148,958

**Trademark Applications:**

<b>Record Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Status / Serial No.</b>
Caraustar Industries, Inc.	<b>ES NOW™</b>	US	Serial No. 78/721,722 Filed: 09-28-05

## EXHIBIT A

### Assignment of Trademarks and Goodwill

THIS ASSIGNMENT, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, from \_\_\_\_\_, a \_\_\_\_\_ (the "Assignor"), to **BANK OF AMERICA, N.A.**, as Agent (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in **Schedule A** hereto (the "Trademarks"); and

WHEREAS, the Assignee and the Assignor are parties to that certain Amended and Restated Credit Agreement dated \_\_\_\_\_, 2006, among the Assignor, certain Affiliates of the Assignor, the Assignee, the lenders from time to time party thereto (the "Lenders"), and Banc of America Securities LLC, as Arranger (the "Credit Agreement"), which Credit Agreement amends and restates that certain Credit Agreement dated as of June 24, 2003, by and among the Obligors (as defined therein), Bank of America, N.A., a national banking association, in its capacity as Agent, and the various financial institutions party thereto from time to time as Lenders; and

WHEREAS, the Assignee desires to obtain for itself, the Lenders, each Affiliate of a Lender that provides "Bank Products" (as such term is defined in the Credit Agreement), and the Letter of Credit Issuer (as defined in the Credit Agreement) (collectively, the "Secured Parties"), all of the Assignor's right, title and interest in and to all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee and the other Secured Parties for any breach of the above warranty.



IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

[Assignor's Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_