

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PDOC, LLC		06/09/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Term Collateral Agent:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1964134	BAGCRAFT
Registration Number:	1531968	CAMEO
Registration Number:	1533089	DUBL-CLEAR
Registration Number:	1558630	DUBL-HANDL
Registration Number:	1541512	GRAZING BAGS
Registration Number:	1531967	IDENTO
Registration Number:	1531969	TRIO
Registration Number:	0602576	BAGCRAFT
Registration Number:	0804067	DUBL-FRESH
Registration Number:	0775159	DUBL-PANEL
Registration Number:	2185943	DUBL-WAX
Registration Number:	0746055	OPEN SESAME
Registration Number:	2930951	DUBL-VIEW

CH \$340.00 1964134

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-819-8923
Email: trademarkdocket@whitecase.com
Correspondent Name: Matthew Bart c/o White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-1607
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	07/06/2006

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Grant of Security Interest in Trademarks"), dated as of June 9, 2006, by PDOC, LLC (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations (as defined below).

W I T N E S S E T H :

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Term Security Agreement") among PACKAGING DYNAMICS CORPORATION, a Delaware corporation (formerly named Thilmany, Inc.), as Borrower (the "Borrower"), KIPB HOLDINGS, INC., a Delaware corporation, CERTAIN OTHER SUBSIDIARIES OF HOLDINGS from time to time party thereto, the lenders from time to time party thereto (the "Term Lenders"), DBTCA, as administrative agent (in such capacity and together with its successors and assigns in such capacity, the "Term Administrative Agent"), DBTCA, as Term Collateral Agent, DEUTSCHE BANK SECURITIES INC. and JEFFERIES FINANCE, as Joint Lead Arrangers and Joint Book Running Managers, and JEFFERIES & COMPANY, INC., as Syndication Agent;

Grantor is required to execute and deliver to the Revolving Term Agent this Grant of Security Interest in Trademarks for the benefit of the holders of the First Priority Lien Obligations (as defined in the Term Credit Agreement).

NOW, THEREFORE, in consideration of the promises 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 the Pledge and Security Agreement, and, if not therein defined, in the Term Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Grantor hereby grants to the Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all United States federal and state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use

names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is a licensee or a licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.


3. TERM PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Grant of Security Interest in Trademarks are granted in conjunction with the security interests granted to the Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, on behalf of itself and the other Term Secured Parties, pursuant to the Term Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Term Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Grant of Security Interest in Trademarks is deemed to conflict with the Term Pledge and Security Agreement, the provisions of the Term Pledge and Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor(s) have caused this Grant of Security Interest in Trademarks conform all subsequent signature pages to be executed and delivered by its duly authorized officer as of the date first set forth above.

KIPB HOLDINGS, INC.
PACKAGING DYNAMICS CORPORATION
PDC HOLDCO, LLC
PDOC, LLC
BAGCRAFTPAPERCON, LLC
PAPERCON U.S. HOLDING, LLC
WOLF PACKAGING, INC.
INTERNATIONAL CONVERTER, LLC
IUKA, LLC
GMG INTERNATIONAL INC.
BAGCRAFTPAPERCON I, LLC
PAPERCON, INC.
IPMC ACQUISITION, L.L.C.

By: 

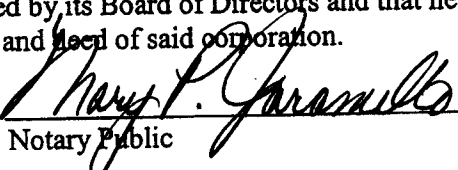
Name: Patrick T. Chambliss
Title: Vice President, Chief Financial Officer & Secretary

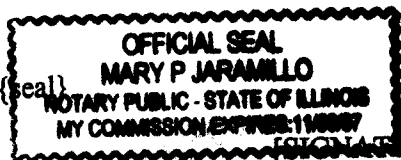
ACKNOWLEDGMENT OF GRANTOR(S)

STATE OF ILLINOIS)
COUNTY OF COOK)

ss.

On this 9 day of JUNE, 2006 before me personally appeared PATRICK CHAMBLISS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor(s), who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Term Collateral Agent

By: Marguerite Sutton
Name: MARGUERITE SUTTON
Title: DIRECTOR

By: Carin Keegan
Name: Carin Keegan
Title: Vice President

Trademark Grant

TRADEMARK
REEL: 003342 FRAME: 0579

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Bagcraft	United States	1,964,134	26-Mar-1996	26-Mar-2006
Cameo	United States	1,531,968	28-Mar-1989	28-Mar-2009
Dubl-Clear	United States	1,533,089	04-Apr-1989	04-Apr-2009
Dubl-Handl	United States	1,558,630	26-Sept-1989	26-Sept-2009
Grazing Bags	United States	1,541,512	30-May-1989	30-May-2009
Idento	United States	1,531,967	28-Mar-1989	28-Mar-2009
Trio	United States	1,531,969	28-Mar-1989	28-Mar-2009
Bagcraft (Stylized letters)	United States	602,576	01-Mar-1955	01-Mar-2005
Dubl-Fresh	United States	804,067	22-Feb-1966	22-Feb-2006
Dubl-Panel	United States	775,159	18-Aug-1964	18-Aug-2004
Dubl-Wax	United States	2,185,943	01-Sept-1998	01-Sept-2004
Open Sesame	United States	746,055	05-Mar-1963	05-Mar-2013
Dubl View	United States	2,930,951	08-Mar-2005	08-Mar-2015
Bagcraft	Canada	TMA 273,447	05-Nov-1982	