

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		06/30/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Container Corporation of America		
Street Address:	150 N. Michigan Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1516386	MASTERCOAT	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	364041		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

CH \$40.00 1516386

Date:

07/21/2006

Total Attachments: 5

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**TERMINATION OF SECURITY INTEREST
(Trademarks)**

This **TERMINATION OF SECURITY INTEREST**, dated as of _____, 2006, is made by Deutsche Bank Trust Company Americas, successor to Bankers Trust Company, as Collateral Trustee (the "Collateral Trustee").

WHEREAS, Container Corporation of America, a Delaware corporation (the "Grantor"), has granted to the Collateral Trustee pursuant to that certain Intellectual Property Pledge Agreement, dated as of December 14, 1989, Amendment No. 1 to the Intellectual Property Pledge Agreement, dated as of August 26, 1992, the Amended and Restated Credit Agreement, dated as of November 9, 1989, Interest Rate Agreements and Currency Agreements that the Collateral Trustee may from time to time enter into with the Grantor, the Second Amended and Restated Credit Agreement, dated as of November 9, 1989, the Amended and restated Note Purchase Agreement, dated as of December 14, 1989, and the Loan and Note Purchase Agreement, dated as of August 26, 1992, between Grantor and the Collateral Trustee, a security interest (the "Security Interest") in certain trademarks (including service marks), trademark registrations and trade names, and applications therefor, and all extensions and renewals thereof (collectively, "Trademarks");

WHEREAS, the Security Interest granted to the Collateral Trustee was recorded at the United States Patent and Trademark Office on December 14, 1989 at Reel 5241 and Frame 0033, and on November 25, 1992 at Reel 0925 and Frame 0023; and

WHEREAS, the Collateral Trustee has agreed to terminate and release (without recourse and without any representation or warranty) its Security Interest in the Trademarks, including, but not limited, to those identified set forth on Schedule A attached hereto;

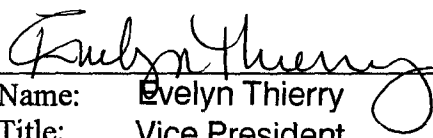
NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks, the Collateral Trustee hereby terminates and releases (without recourse and without any representation or warranty) its Security Interest, and any right, title or interest of the Collateral Trustee, in the following Trademarks:

1. all of the Grantor's Trademarks, including those identified on Schedule A attached hereto, including rights corresponding thereto throughout the world;
2. all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks, including those identified on Schedule A attached hereto; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademarks, including those identified on Schedule A attached hereto and (ii) injury to the goodwill associated with any Trademarks, including those identified on Schedule A attached hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Trustee has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Trustee

By: 
Name: Evelyn Thierry
Title: Vice President


Susan LeFevre
Director

Schedule A

to Termination of Security Interest

Trademarks:

Recorded 11/25/92 at Reel 0925 / Frame 0023

Mark	Registration No.	Registration Date
MASTERCOAT	1,516,386	13 Dec 1988