

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lin Pac, Inc.		08/31/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Crystal Capital Fund, L.P., as Agent		
Street Address:	Two International Place, 17th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2236849	EAGLE CONTAINER	
Registration Number:	2236853	EAGLE DISPLAYS	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8517		
Email:	kristine.ouimet@bingham.com		
Correspondent Name:	Kristine L Ouimet		
Address Line 1:	150 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	3004900.321715		
NAME OF SUBMITTER:	Kristine L. Ouimet		
Signature:	/Kristine L Ouimet/		

OP \$65.00 2236849

Date:

09/08/2006

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 31, 2006, is made by **LIN PAC, INC.**, a Georgia corporation ("**Grantor**"), in favor of **CRYSTAL CAPITAL FUND, L.P.**, a Delaware limited partnership, in its capacity as agent (in such capacity, the "**Agent**") for the Lenders under the Credit Agreement hereinafter defined.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof, by and among the Grantor, LINPAC Displays, Inc., a Tennessee corporation (together with the Grantor, the "**Borrowers**"), the other Credit Parties signatory thereto, Agent and the Lenders signatory thereto from time to time (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders have agreed, subject to certain terms and conditions, to make the Term Loan on behalf of the Borrowers; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Term Loan on behalf of the Borrowers as provided in the Credit Agreement that the Grantor shall have executed and delivered that certain Security Agreement, dated as of the date hereof, in favor of the Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a continuing Lien on certain assets of such Grantor, including, without limitation, the Intellectual Property Collateral (as hereinafter defined), and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency.

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 the Security Agreement, or if not defined therein, in the Credit Agreement or in Annex A thereto.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** To secure the complete and timely payment, performance and observance of all the Obligations (including, without limitation, all of Grantor's obligations under the Guaranty Agreement dated as of the date hereof by Grantor and Lin Pac America, Inc. in favor of Agent and Lenders, as amended, restated, modified or supplemented from time to time) of Grantor, Grantor hereby grants to Agent, for itself and the Lenders, a Lien upon all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Intellectual Property Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that and only to the extent that the grant by Grantor of a security interest in such of an "intent-to-use" application prior to such filing would violate the Lanham Act), including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto; and

(d) to the extent not otherwise included, all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

3. REPRESENTATIONS AND WARRANTIES. The Grantor represents and warrants that:

(a) The Grantor has rights in and the power to transfer each item of the Intellectual Property Collateral upon which it purports to grant a Lien hereunder free and clear of any and all Liens other than Permitted Encumbrances.

(b) No effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as may have been filed (i) by any Grantor in favor of Agent pursuant to the Security Agreement or the other Loan Documents, and (ii) in connection with any other Permitted Encumbrances.

(c) The Security Agreement is effective to create a valid and continuing Lien on and, upon the filing of the appropriate financing statements listed on Schedule I hereto, a perfected Lien in favor of Agent, for itself and the benefit of Lenders, on the Intellectual Property Collateral with respect to which a Lien may be perfected by filing of financing statements pursuant to the Code. Such Lien is prior to all other Liens, except Permitted Encumbrances that would be prior to Liens in favor of Agent for the benefit of Agent and Lenders as a matter of law, and is enforceable as such as against any and all creditors of and purchasers from any Grantor (other than purchasers and lessees of Inventory in the ordinary course of business). All action by Grantor necessary or desirable to protect and perfect such Lien on each item of the Intellectual Property Collateral has been duly taken.

4. COVENANTS. The Grantor covenants and agrees with Agent, for the benefit of Agent and Lenders, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantors shall notify Agent within five (5) Business Days if they know or have reason to know that any application or registration relating to any United States registered or issued Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any United States registered or issued Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same, except to the extent that such Grantor has determined in its reasonable judgment that any such Intellectual Property Collateral is no longer material or necessary to the business of such Grantor.

(b) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver any and all Patent Security Agreements, Copyright Security Agreements or Trademark Security Agreements as Agent may reasonably request to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantors shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the United States registered or issued Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except to the extent that such Grantor has determined in its reasonable judgment that any such Intellectual Property Collateral is no longer material or necessary to the business of such Grantor.

(d) If any Grantor becomes aware of or should reasonably know or have known, that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, the applicable Grantor shall comply with Section 5(a)(ix) of the Security Agreement. The Grantor shall, unless such Grantor shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. **SECURITY AGREEMENT.** The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that any provision of this Intellectual Property Security Agreement directly conflicts with any provision of the Security Agreement, the provisions of the Security Agreement shall govern.

6. **REINSTATEMENT.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any Agent or Agents or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. **NOTICES.** Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. **TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

9. **RECORDATION.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

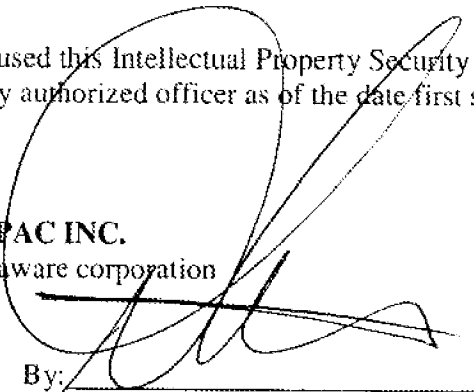
10. **EXECUTION IN COUNTERPARTS.** This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

11. **GOVERNING LAW.** This Intellectual Property Security Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.


[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIN PAC INC.
a Delaware corporation

By: 
Name: Dennis Mahoney
Title: Chief Executive Officer

Sworn to and subscribed before me this
27th day of August, 2006:



Notary Public

CLARE MCGOVERN
Notary Public, State of New York
No. 01MC6133481
Qualified in New York County
Commission Expires Sept. 19, 2009

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CRYSTAL CAPITAL FUND, L.P., as Agent

By: Crystal Capital GP, LLC, its General Partner

By: _____
Name: _____
Its Duly Authorized Signatory

Sworn to and subscribed before me this
___ day of August, 2006:

Notary Public

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIN PAC, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

Sworn to and subscribed before me this
___ day of August, 2006:

Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:


CRYSTAL CAPITAL FUND, L.P., as Agent

By: Crystal Capital GP, LLC, its General Partner

By: _____
Name: Robert Detregalis, Managing Director
Its Duly Authorized Signatory

Sworn to and subscribed before me this
31st day of August, 2006:

Kristine L. Quime
Notary Public

 KRISTINE L. QUIME
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 30, 2007

[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE 1
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Eagle Container ®	2,236,849	April 6, 1999
Eagle Displays ®	2,236,853	April 6, 1999

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

Name	Jurisdiction	Reg. No.	Reg. Date
Procedures for the Lin Pac Corrugated Order Processing/Tracking System	U.S. Copyright Office	TXU 276539	March 23, 1987
Lin Pac order processing/tracking system	U.S. Copyright Office	TXU-267701	February 27, 1987

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.