

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Field Container Company, L.P.		08/16/2006	LIMITED PARTNERSHIP:
Field Container Management Company, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Pekin Paperboard Management, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Pekin Paperboard Company, L.P.		08/16/2006	LIMITED PARTNERSHIP:
MCP Management, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Michigan Paperboard, L.P.		08/16/2006	LIMITED PARTNERSHIP:
FCC Real Estate, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Field Container Queretaro (USA), LLC		08/16/2006	LIMITED LIABILITY COMPANY:
FHI Properties, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Battle Creek Properties, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
West Monroe Properties, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Pekin Properties, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Marseilles Properties, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Marion Properties, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Tuscaloosa Properties, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Handschy Holdings, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Handschy Industries, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
Riverdale Industries, LLC		08/16/2006	LIMITED LIABILITY COMPANY:
			LIMITED LIABILITY COMPANY:

CH \$315.00 2394139

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. as First Lien Collateral Agent
Street Address:	P.O.Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	Bank:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2394139	ENJOY THE GIFT OF GIVING
Registration Number:	1972837	MARKETING CONCEPTS GROUP
Registration Number:	801131	MIROCOTE
Registration Number:	2679925	SCHOOL RULES
Registration Number:	1938441	SERVER FRONT
Registration Number:	1929992	WINDOW SHOPPE
Registration Number:	2647022	WINDOW IDENTIS
Registration Number:	1775854	OUR DELI
Registration Number:	1692945	OUR BAKERY
Registration Number:	2611302	FRESH POP CORN DELICIOUS CRISP DELICIOUS NUTRITIOUS POP CORN
Serial Number:	76602673	QUALITY YOU CAN SEE
Registration Number:	3052405	

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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:

366727

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

09/11/2006

Total Attachments: 26

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FIELD CONTAINER COMPANY, L.P.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: AUGUST 16, 2006

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, AS FIRST LIEN COLLATERAL AGENT

Internal Address: _____

Street Address: PO BOX 2558

City: HOUSTON State: TX Zip: 77252

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other - Bank _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleh Herehluk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

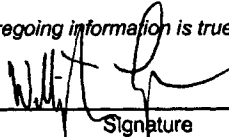
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wellington Lyons

Name of Person Signing


Signature

SEPTEMBER 6, 2006

Date

Total number of pages including cover sheet, attachments, and document: 26

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

FIRST-LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2006 (this "Agreement"), among the subsidiaries of BLUEGRASS CONTAINER COMPANY, LLC, a Delaware limited liability company (the "Company"), listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the First-Lien Security Agreement, dated as of June 30, 2006 (as amended by Supplement No. 1, dated as of August 16, 2006, among the New Grantors (as defined therein) and the Collateral Agent, and as further amended, supplemented or otherwise modified from time to time, the "First-Lien Security Agreement"), among Bluegrass Container Holdings, LLC, a Delaware limited liability company ("Holdings"), the Company, Bluegrass Mills Holdings Company, LLC, a Delaware limited liability company, each of the other subsidiaries of the Company listed on Annex A thereto and the Collateral Agent. The Lenders have severally agreed to make loans to the Borrowers and the Letter of Credit Issuer has agreed to issue letters of credit for the account of the Company (collectively, the "Extensions of Credit") subject to the terms and conditions set forth in the First-Lien Credit Agreement, dated as of June 30, 2006 (as amended, supplemented or otherwise modified from time to time (the "First-Lien Credit Agreement")), among Holdings, the Company, Bluegrass Mills Holdings Company, LLC, a Delaware limited liability company, Bluegrass Container Canada Company, a Nova Scotia unlimited liability company, the lending institutions from time to time parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Letter of Credit Issuer, J.P. Morgan Securities Inc., as Co-Lead Arranger and Joint Bookrunner, Lehman Brothers Inc., as Co-Lead Arranger and Joint Bookrunner, Banc of America Securities LLC, as Joint Bookrunner, Lehman Commercial Paper, Inc., as Co-Syndication Agent, and Bank of America, N.A., as Co-Syndication Agent. The obligations of the Lenders to make such Extensions of Credit are conditioned upon, among other things, the execution and delivery of this Agreement. The subsidiaries of the Company listed on Schedule I hereto are affiliates of the Borrowers, will derive substantial benefits from the Extensions of Credit to the Borrowers pursuant to the First-Lien Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to make such Extensions of Credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First-Lien Credit Agreement or the First-Lien Security Agreement. The rules of construction specified in Section 1.02(b) of the First-Lien Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor listed on Schedule I hereto, pursuant to the First-Lien Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in

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which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II,

(b) all goodwill associated therewith or symbolized thereby, and

(c) all trademark and service mark assets, rights and interests that uniquely reflect or embody goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the First-Lien Security Agreement. Each Grantor listed on Schedule I hereto hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First-Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First-Lien Security Agreement, the terms of the First-Lien Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIELD CONTAINER COMPANY, L.P.

by



Name:

Title:


[242829]

Aug 15 2006 17:26 P.02

TRADEMARK
REEL: 003387 FRAME: 0571

FIELD CONTAINER MANAGEMENT
COMPANY, LLC,

by


Name: _____
Title:

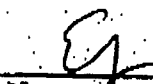
[2628289]

Aug 15 2006 17:26 P.03

TRADEMARK
REEL: 003387 FRAME: 0572

PEKIN PAPERBOARD MANAGEMENT,
LLC,

by



Name:

Title:

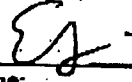
[[602292]]

Aug 15 2006 17:26 P.04

TRADEMARK
REEL: 003387 FRAME: 0573

PEKIN PAPERBOARD COMPANY, L.P.,

by



Name:
Title:

[[2628289]]

Aug 15 2006 17:26 P.05

TRADEMARK
REEL: 003387 FRAME: 0574

MCP MANAGEMENT, LLC.

by

Ej

Name:

Title:

[[2628289]]

Aug 15 2006 17:26 P.06

TRADEMARK
REEL: 003387 FRAME: 0575

MICHIGAN PAPERBOARD, L.P.,

by



Name:

Title:

[[2628299]]

Aug 15 2006 17:26 P.07

TRADEMARK
REEL: 003387 FRAME: 0576

FCC REAL ESTATE, LLC,

by



Name:

Title:

[[2628789]]

Aug 15 2006 17:27 P.08

TRADEMARK
REEL: 003387 FRAME: 0577

FIELD CONTAINER QUERETARO
(USA), LLC.

by



Name:

Title:

[[2521289]]

Aug 15 2006 17:27 P.09

TRADEMARK
REEL: 003387 FRAME: 0578

FHI PROPERTIES, LLC.

by



Name:
Title:

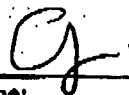
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Aug 15 2006 17:27 P.10

TRADEMARK
REEL: 003387 FRAME: 0579

BATTLE CREEK PROPERTIES, LLC,

by



Name:

Title:

[[2028289]]

Aug 15 2006 17:27 P.11

TRADEMARK
REEL: 003387 FRAME: 0580

WEST MONROE PROPERTIES, LLC,

by



Name:

Title:


[[2628289]]

Aug 15 2006 17:27 P.12

TRADEMARK
REEL: 003387 FRAME: 0581

PEKIN PROPERTIES, LLC,

by



Name:

Title:

[[202206]]

Aug 15 2006 17:27 P. 13

TRADEMARK
REEL: 003387 FRAME: 0582

MARSELLES PROPERTIES, LLC,

by


Name:

Title:

[[6823292]]

Aug 15 2006 17:27 P. 14

TRADEMARK
REEL: 003387 FRAME: 0583

MARION PROPERTIES, LLC,

by

EA

Name:

Title:

[[2428289]]

Aug 15 2006 17:27 P.15

TRADEMARK
REEL: 003387 FRAME: 0584

TUSCALOOSA PROPERTIES, LLC

by

EJ

Name:

Title:

[263289]

Aug 15 2006 17:27 P. 16

TRADEMARK
REEL: 003387 FRAME: 0585

HANDSCHY HOLDINGS, LLC,

by



Name:

Title:

[202229]

Aug 15 2006 17:27 P.17

TRADEMARK
REEL: 003387 FRAME: 0586

HANDSCHY INDUSTRIES, LLC,

by

Ej

Name:

Title:

12623291

Aug 15 2006 17:27 P. 18

TRADEMARK
REEL: 003387 FRAME: 0587

RIVERDALE INDUSTRIES, LLC,

by

EA

Name:

Title:

[[2628200]]

Aug 15 2006 17:27 P.19

TRADEMARK
REEL: 003387 FRAME: 0588

FIELD CONTAINER MANAGEMENT,
LLC;

by



Name:

Title:

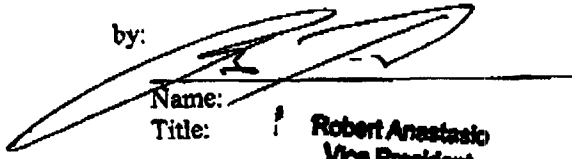
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Aug 15 2006 17:28 P.20

TRADEMARK
REEL: 003387 FRAME: 0589

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by:



Name: Robert Anastasio
Title: Vice President

[[2628289]]

Schedule I

<u>Subsidiary Parties</u>
Field Container Management Company, LLC
Pekin Paperboard Management, LLC
Pekin Paperboard Company, L.P.
MCP Management, LLC
Michigan Paperboard, L.P.
FCC Real Estate, LLC
Field Container Queretaro (USA), LLC
Field Container Company, L.P.
FHI Properties, LLC
Battle Creek Properties, LLC
West Monroe Properties, LLC
Pekin Properties, LLC
Marseilles Properties, LLC
Marion Properties, LLC
Tuscaloosa Properties, LLC
Handschy Holdings, LLC
Handschy Industries, LLC
Riverdale Industries, LLC
Field Container Management, LLC




[[2628289]]

Schedule II


I. Trademarks

U.S. Trademark Registrations and Applications

A. Owned by Field Container Company, L.P.

MARK (LOGO)	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
ENJOY THE GIFT OF GIVING	2,394,139	10/10/2000	75/581,386	11/02/1998
MARKETING CONCEPTS GROUP	1,972,837	05/07/1996	74/675,762	05/15/1995
MIROCOTE	801,131	01/04/1966	72/210,917	01/21/1965
SCHOOL RULES	2,679,925	01/28/2003	76/250,286	05/03/2001
SERVER FRONT	1,938,441	11/28/1995	74/600,752	11/18/1994
WINDOW SHOPPE	1,929,992	10/24/1995	74/601,367	11/21/1994
WINDOW IDENTS	2,647,022	11/05/2002	76/250,426	05/03/2001
	1,775,854	06/08/1993	74/165,359	05/10/1991
	1,692,945	06/09/1992	74/097,136	09/14/1990
	2,611,302	08/27/2002	75/887,208	01/04/2000

B. Owned by Handschy Industries, Inc.

MARK (LOGO)	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
	3,052,405	01/31/2006	76/602,672	07/16/2004
QUALITY YOU CAN	N/A	N/A	76/602,673	07/16/2004

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SEE				
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C. Material Unregistered Trademarks/Service Marks

FIELD CONTAINER



HANDSCHY

HANDSCHY INDUSTRIES

MICHIGAN ULTRA PRINT

MICHIGAN ULTRA CRAFT

FIELDLINK

[[2628289]]