

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:	LEHMAN COMMERCIAL PAPER INC., as Second Lien Collateral Agent
Street Address:	745 Seventh Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
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
Registration Number:	3052405	
Serial Number:	76602673	QUALITY YOU CAN SEE

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:

366728

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:	/oh/
Date:	09/11/2006
<p>Total Attachments: 26</p> <p>source=366728#page1.tif source=366728#page2.tif source=366728#page3.tif source=366728#page4.tif source=366728#page5.tif source=366728#page6.tif source=366728#page7.tif source=366728#page8.tif source=366728#page9.tif source=366728#page10.tif source=366728#page11.tif source=366728#page12.tif source=366728#page13.tif source=366728#page14.tif source=366728#page15.tif source=366728#page16.tif source=366728#page17.tif source=366728#page18.tif source=366728#page19.tif source=366728#page20.tif source=366728#page21.tif source=366728#page22.tif source=366728#page23.tif source=366728#page24.tif source=366728#page25.tif source=366728#page26.tif</p>	

SECOND-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 LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (the "Collateral Agent").

Reference is made to the Second-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 "Second-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 Company (collectively, the "Extensions of Credit") subject to the terms and conditions set forth in the Second-Lien Credit Agreement, dated as of June 30, 2006 (as amended, supplemented or otherwise modified from time to time (the "Second-Lien Credit Agreement")), among Holdings, the Company, the lending institutions from time to time parties thereto, Lehman Commercial Paper Inc., as Administrative Agent, 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 Company, will derive substantial benefits from the Extensions of Credit to the Company pursuant to the Second-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 Second-Lien Credit Agreement or the Second-Lien Security Agreement. The rules of construction specified in Section 1.02(b) of the Second-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 Second-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 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 Second-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 Second-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 Second-Lien Security Agreement, the terms of the Second-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

Ej.

Name:
Title:

[[2422292]]

Aug 15 2006 17:28 P.02

TRADEMARK
REEL: 003387 FRAME: 0897

FIELD CONTAINER MANAGEMENT
COMPANY, LLC,

by


Name:
Title:

[[2628290]]

PEKIN PAPERBOARD MANAGEMENT,
LLC,

by



Name:
Title:

110692921

PEKIN PAPERBOARD COMPANY, L.P.,

by

EP

Name:
Title:

[2628290]

MCP MANAGEMENT, LLC,

by

Ej.

Name:
Title:

{2628290}

Aug 15 2006 17:29 P.06

TRADEMARK
REEL: 003387 FRAME: 0901

MICHIGAN PAPERBOARD, L.P.,

by

EP

Name:

Title:

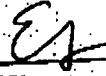
[262290]

Aug 15 2006 17:29 P.07

TRADEMARK
REEL: 003387 FRAME: 0902

FCC REAL ESTATE, LLC,

by



Name:

Title:

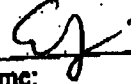
[[0428292]]

Aug 15 2006 17:29 P.08

TRADEMARK
REEL: 003387 FRAME: 0903

FIELD CONTAINER QUERETARO
(USA), LLC,

by



Name:

Title:

[[2624290]]

FHI PROPERTIES, LLC,

by

Egi

Name:

Title:

[2628290]

BATTLE CREEK PROPERTIES, LLC,

by



Name:

Title:

10-22-01

Aug 15 2006 17:29 P.11

TRADEMARK
REEL: 003387 FRAME: 0906

WEST MONROE PROPERTIES, LLC.

by

Ej

Name:

Title:

110622901

Aug 15 2006 17:29 P.12

TRADEMARK
REEL: 003387 FRAME: 0907

PEKIN PROPERTIES, LLC,

by



Name:

Title:

[2621292]

Aug 15 2006 17:29 P.13

TRADEMARK
REEL: 003387 FRAME: 0908

MARSELLES PROPERTIES, LLC,

by

EL

Name:

Title:

[1062290]

MARION PROPERTIES, LLC,

by

EJ.

Name:
Title:

10222901

Aug 15 2006 17:29 P.15

TRADEMARK
REEL: 003387 FRAME: 0910

TUSCALOOSA PROPERTIES, LLC.

by

Ej

Name:

Title:

[[2628290]]

HANDSCHY HOLDINGS, LLC,

by



Name:

Title:

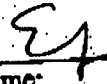
12-21-2006

Aug 15 2006 17:29 P. 17

TRADEMARK
REEL: 003387 FRAME: 0912

HANDSCHY INDUSTRIES, LLC,

by



Name:

Title:

[1062820]

Aug 15 2006 17:30 P.18

TRADEMARK
REEL: 003387 FRAME: 0913

RIVERDALE INDUSTRIES, LLC,

by

Ej.

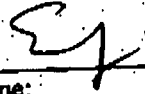
Name:

Title:

[[2628290]]

FIELD CONTAINER MANAGEMENT,
LLC,

by



Name:

Title:

[2628290]

Aug 15 2006 17:30 P. 20

TRADEMARK
REEL: 003387 FRAME: 0915

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent.

by:  _____

Name:

Title:

{2628290}

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

[[2628290]]


Schedule II

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 SEE	N/A	N/A	76/602,673	07/16/2004

[[2628290]]

C. Material Unregistered Trademarks/Service Marks

FIELD CONTAINER



HANDSCHY

HANDSCHY INDUSTRIES

MICHIGAN ULTRA PRINT

MICHIGAN ULTRA CRAFT

FIELDLINK

[[2628290]]