

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smurfit-Stone Container Enterprises, Inc.		06/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bluegrass Container Company, LLC
Street Address:	301 Commerce Street, Suite 3300
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76102
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2416232	PAPER CAN
Registration Number:	0640708	LUSTERGRIP
Registration Number:	0780238	FORCE FLOW
Registration Number:	1364462	CAP-SAC
Registration Number:	1412274	STONE-TITE
Registration Number:	1664118	KITCHEN MASTER
Registration Number:	1949831	THE YARD MASTER
Registration Number:	1982563	SONI-LOK
Registration Number:	2189462	SONI-SEAL
Registration Number:	2370346	PEEL PAK
Serial Number:	78884991	CCA
Serial Number:	78884979	CONTAINER CORPORATION OF AMERICA

CORRESPONDENCE DATA

900067727

**TRADEMARK
 REEL: 003468 FRAME: 0765**

CH \$315.00 2416232

Fax Number: (314)612-2323
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 314-621-5070
Email: gashbrook@armstrongteasdale.com
Correspondent Name: Thomas E. Nutter
Address Line 1: One Metropolitan Square, Suite 2600
Address Line 4: St. Louis, MISSOURI 63102-2740

ATTORNEY DOCKET NUMBER:	26966-2
NAME OF SUBMITTER:	Thomas E. Nutter
Signature:	/TEN-ATLLP/
Date:	01/25/2007

Total Attachments: 6
source=s2161260#page1.tif
source=s2161260#page2.tif
source=s2161260#page3.tif
source=s2161260#page4.tif
source=s2161260#page5.tif
source=s2161260#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is effective as of June 30, 2006 (the "Effective Date"), by and between:

Smurfit-Stone Container Enterprises, Inc., a corporation incorporated under the laws of Delaware ("SSCE"), and Smurfit-Stone Container Canada Inc., a company continued under the Companies Act (Nova Scotia) ("Smurfit Canada" and, together with SSCE, collectively referred to as the "Assignors") and

Bluegrass Container Company, LLC ("Assignee"), a limited liability company under the laws of Delaware having a business address at c/o Texas Pacific Group, 301 Commerce Street, Suite 3300, Fort Worth, TX 76102, attention: David Spuria.

WHEREAS, pursuant to the Asset Purchase Agreement dated as of May 11, 2006 among Assignors and Assignee ("Asset Purchase Agreement"), Assignors agree to assign, transfer and convey all of Assignors' right, title and interest in and to the Trademarks (as defined below); and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Asset Purchase Agreement and intending to be legally bound hereby, Assignors and Assignee hereby agree as follows:

1. Assignors hereby assign, transfer and convey to Assignee any and all of Assignors' right, title and interest in and to (i) the marks listed on Schedule A hereto, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby (the "Trademarks"); (ii) all intellectual property rights (including copyrights) in any trade dress, graphics, artwork, advertising, promotional or packaging materials accompanying the use of the Trademarks in clause (i); (iii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) all registrations, applications, recordings, renewals or similar legal protections for any of the foregoing; and (v) all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, in each case, in existence as of the Effective Date.

2. Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as it would have been held and enjoyed by Assignors had the assignment in Section 1 not been made. Assignors shall not contest Assignee's ownership of the Trademarks, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date. Assignors will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record

TRADEMARK

REEL: 003468 FRAME: 0767

and perfect good, valid and marketable title to the Trademarks in Assignee. Assignors hereby authorize Assignee to request the relevant government entity or agency referred to in Schedule A to record Assignee as the assignee and owner of the Trademarks.

4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

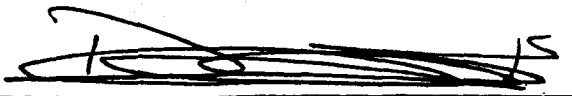
[SIGNATURE PAGE FOLLOWS]

TRADEMARK

REEL: 003468 FRAME: 0768

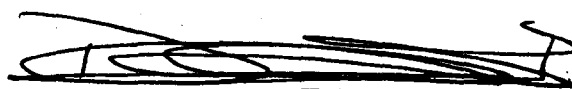
IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

SMURFIT-STONE CONTAINER ENTERPRISES, INC.



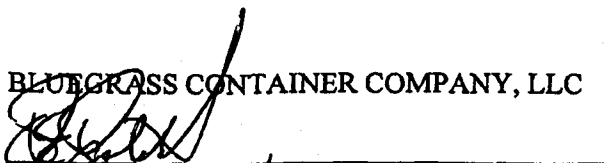
Name:
Title:

SMURFIT-STONE CONTAINER CANADA, INC.



Name:
Title:

BLUEGRASS CONTAINER COMPANY, LLC



Name: *Kenneth Kustinskas*
Title: *Vice President & Treasurer*

TRADEMARK

REEL: 003468 FRAME: 0769

SCHEDULE A

Registered Trademarks

Folding Cartons - U.S. Trademarks

<u>Reg./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
	Litho Flute		
	ShapeFX		
	MasterCoat		
	Master Impressions		
2,416,232	PAPER CAN	12-26-00	12-26-10

Multiwall Bags - U.S. Trademarks

<u>Reg./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
640,708	LUSTERGRIP	1-29-77	1-29-07
780,238	FLORCE FLOW	11-17-84	11-17-14
1,364,462	CAP-SAC	10-8-85	10-8-15
1,412,274	STONE-TITE	10-7-86	10-7-06
1,664,118	KITCHEN MASTER	11-12-91	11-12-11
1,949,831	THE YARD MASTER	1-23-96	1-23-16
1,982,563	SONI-LOK	6-25-96	6-25-06
2,189,462	SONI-SEAL	9-15-98	9-15-08
2,370,346	PEEL PAK	7-25-00	7-25-10

Multiwall Bags – Foreign Trademarks

<u>Country</u>	<u>Reg./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
----------------	----------------------	--------------------	-------------------	------------------------

TRADEMARK

REEL: 003468 FRAME: 0770

Mexico	613558	PEEL PAK	6-15-99	5-11-09
Canada	TMA542942	PEEL-N-POUR*	3-22-01	3-22-16

* This trademark has been abandoned in the U.S.

Flexible Packaging - U.S. Trademarks

<u>Reg./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
1,682,947	FILTER-PLY	4-14-92	1-20-03
1,456,519	MILROL	9-8-87	
1,736,655	ECO-SAC	12-1-92	9-6-03
1,672,595	AT BARRIER-SAC	1-21-92	7-27-98

Labels - U.S. Trademarks

<u>Reg./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
492,914	DI-NA-CAL	6-21-88	6-21-08

Labels - Foreign Trademarks

<u>Country</u>	<u>Regis./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Nigeria	TP79434/03	DI-NA-CAL	9-23-03	
Nigeria	TP79433/03	DI-NA-CAL	9-23-03	
Argentina	2009921	DI-NA-CAL	2-7-05	2-7-15
Argentina	2009922	DI-NA-CAL	2-7-05	
Brazil	825803845	DI-NA-CAL	9-4-03	
Brazil	825803837	DI-NA-CAL	9-4-03	
Paraguay	265507	DI-NA-CAL	12-31-03	12-31-13
Paraguay	265506	DI-NA-CAL	12-31-03	12-31-17
Uruguay	349365	DI-NA-CAL	4-26-04	4-26-14

TRADEMARK

REEL: 003468 FRAME: 0771

Labels – Foreign Trademarks

<u>Country</u>	<u>Regis./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Egypt	162848	DI-NA-CAL	10-27-03	
Egypt	162848	DI-NA		

Other U.S. Trademarks

<u>Reg./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
78884979	Container Corporation of America		
78884991	CCA		

TRADEMARK