TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Corrugated, Inc.		05/30/2007	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	213 Court Street, Suite 703
City:	Middletown
State/Country:	CONNECTICUT
Postal Code:	06457
Entity Type:	Collateral Agent:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2236849	EAGLE CONTAINER
Registration Number:	2236853	EAGLE DISPLAYS

CH $65.00 2236849

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 819 8923
Email: trademarkdocket@whitecase.com
Correspondent Name: Matthew Bart
Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1155732-0012
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/

Date:	06/05/2007

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 30, 2007, is made by **U.S. CORRUGATED, INC.**, a Georgia corporation ("**Grantor**"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("**Wells Fargo**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties (capitalized terms used in the preamble and the recitals have the definitions set forth in or incorporated by reference in Section 1) .

WITNESSETH:

WHEREAS, Grantor, its Domestic Restricted Subsidiaries and Wells Fargo, as Collateral Agent and as trustee (in such capacity, the "**Trustee**"), have entered into an Indenture, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "**Indenture**"), pursuant to which the Grantor is issuing $135,000,000 in principal amount of its 10% Senior Secured Notes due 2013 (together with any additional notes that may be issued by the Grantor from time to time thereunder or issued in substitution, replacement or exchange therefor or for such additional notes, the "**Notes**");

WHEREAS, Grantor, its Domestic Restricted Subsidiaries and the Collateral Agent have entered into a Security Agreement, dated as of even date herewith (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, Grantor has granted a continuing Lien on certain of its assets, including, without limitation, the Intellectual Property Collateral (as hereinafter defined), and has 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, as applicable.

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 or incorporated by reference in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL**. To secure the complete and timely payment, performance and observance of all the Secured Obligations of Grantor, Grantor hereby grants to Collateral 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**"):

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(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, 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.

Notwithstanding anything contained in this Intellectual Property Security Agreement to the contrary, in no event shall the Intellectual Property Collateral include, and Grantor shall not be deemed to have granted a security interest in (i) Grantor's right, title or interest in any license to which Grantor is a party as of the date hereof or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would under the terms of such license result in a breach of the terms of, or constitute a default under any license to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Code or any other applicable law (including the Bankruptcy Code) or principals of equity); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interest as if such provision had never been in effect; or (ii) any "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 an "intent-to-use" application prior to such filing would violate the Lanham Act.

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

(a) 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 Liens.

(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 Grantor in favor of Collateral Agent pursuant to the Intellectual Property Security Agreement or the other Indenture Documents, and (ii) in connection with any other Permitted Liens.

(c) The Intellectual Property 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 Collateral Agent, for itself and the other Secured Parties, 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 Liens that would be prior to Liens in favor of Collateral Agent for the benefit of itself and the other Secured Parties 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 Collateral Agent, for the benefit of itself and the other Secured Parties, that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Collateral Agent within ten (10) Business Days if it knows or has 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 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 Grantor has determined in its reasonable judgment that any such Intellectual Property Collateral is no longer material or necessary to the business of Grantor.

(b) If Grantor, either itself or through any agent, employee, licensee or designee, shall 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, Grantor shall promptly and in any event within 30 days of such filing execute and file with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, as applicable, any and all Intellectual Property Security Agreements as may be necessary to evidence Collateral Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Collateral 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 Grantor has determined in its reasonable judgment that any such Intellectual Property Collateral is no longer material or necessary to the business of Grantor.

(d) If 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, Grantor shall comply with Section 5(a)(viii) of the Security Agreement. Grantor shall, unless 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 Collateral 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 Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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 Section 11.02 of the Indenture.

8. TERMINATION OF THIS 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. Delivery of a counterpart hereby by facsimile or by other electronic method of transmission shall be effective as delivery of a manually executed counterpart hereof.

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.

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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.

U.S. CORRUGATED, INC., a Georgia corporation

By: _____
Name: Thomas Uleau
Title: Chief Financial Officer

Sworn to and subscribed before me this
___ day of May, 2007:

_____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

Sworn to and subscribed before me this
___ day of May, 2007:

_____
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.

U.S. CORRUGATED, INC., a Georgia corporation

By:_____
Name:
Title:

Sworn to and subscribed before me this
___ day of May, 2007:

_____
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent

By:_____
Name: JOSEPH P. O'DONNELL
Title: Its Duly Authorized Signatory

Sworn to and subscribed before me this
30th day of May, 2007:

Monica D. Dealy
Notary Public

MONICA D. DEALY
Notary Public, State of New York
No. 01DE6117349
Qualified in New York County
Commission Expires October 25, 2008

SCHEDULE I
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

Mark	Registration No.	Registration Date
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.

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