

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The E. J. McKernan Co.		10/31/2007	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	Brookfield Place, 8th Fl., 161 Bay Street		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 258		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78893586	JET	
<b>Serial Number:</b>	78892820	KING	
<b>Serial Number:</b>	77004700	PRECYCLE	
<b>Registration Number:</b>	3219962	MCKERNAN	
<b>Registration Number:</b>	2620549	QDP	
<b>Registration Number:</b>	3263758	PACKAGING CLEARING HOUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)759-5646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-214-4806		
<b>Email:</b>	tengling@btlaw.com		
<b>Correspondent Name:</b>	Timothy J. Engling		
<b>Address Line 1:</b>	P.O. Box 2786		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-2786		
<b>ATTORNEY DOCKET NUMBER:</b>	46193-1		

**CH \$165.00 78893586**

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Timothy J. Engling
Signature:	/Timothy J. Engling/
Date:	11/02/2007

**Total Attachments: 4**

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SUPPLEMENT TO SUBSIDIARY  
PLEDGE AND SECURITY AGREEMENT

This SUPPLEMENT, dated as of October 31, 2007 (this "Supplement"), is to the Subsidiary Pledge and Security Agreement, dated as of April 7, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Subsidiary Pledge and Security Agreement"), among the Grantors (such capitalized term, and other terms used in this Supplement, to have the meanings set forth in Article I of the Subsidiary Pledge and Security Agreement) from time to time party thereto, in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Creditors.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of April 7, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Richards Packaging Inc. (the "Borrower"), the lenders from time to time parties thereto, as Lenders, the Administrative Agent, Canadian Imperial Bank of Commerce, as co-lead arranger, and National Bank Financial, as syndication agent and co-lead arranger, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, pursuant to the provisions of Section 7.6 of the Subsidiary Pledge and Security Agreement, each of the undersigned is becoming a Grantor under the Subsidiary Pledge and Security Agreement; and

WHEREAS, each of the undersigned desires to become a "Grantor" under the Subsidiary Pledge and Security Agreement in order to induce the Secured Creditors to continue to extend Loans under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the undersigned agrees, for the benefit of each Secured Creditor, as follows.

SECTION 1. Party to Subsidiary Pledge and Security Agreement, etc. In accordance with the terms of the Subsidiary Pledge and Security Agreement, by its signature below each of the undersigned hereby irrevocably agrees to become a Grantor under the Subsidiary Pledge and Security Agreement with the same force and effect as if it were an original signatory thereto and each of the undersigned hereby (a) agrees to be bound by and comply with all of the terms and provisions of the Subsidiary Pledge and Security Agreement applicable to it as a Grantor and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct as of the date hereof, unless stated to relate solely to an earlier date, in which case such representations and warranties shall be true and correct as of such earlier date. In furtherance of the foregoing, each reference to a "Grantor" and/or "Grantors" in the Subsidiary Pledge and Security Agreement shall be deemed to include each of the undersigned.

SECTION 2. Representations. Each of the undersigned Grantor hereby represents and warrants that this Supplement has been duly authorized, executed and delivered by it and that this Supplement and the Subsidiary Pledge and Security Agreement constitute the legal, valid and binding obligation of each of the undersigned, enforceable against it in accordance with its terms.

SECTION 3. Full Force of Subsidiary Pledge and Security Agreement. Except as expressly supplemented hereby, the Subsidiary Pledge and Security Agreement shall remain in full force and effect in accordance with its terms.

SECTION 4. Severability. Wherever possible each provision of this Supplement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Supplement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Supplement or the Subsidiary Pledge and Security Agreement.

SECTION 5. Governing Law, Entire Agreement, etc. **THIS SUPPLEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).** This Supplement and the other Secured Documents constitute the entire understanding among the parties hereto with respect to the subject matter thereof and supersede any prior agreements, written or oral, with respect thereto.

SECTION 6. Counterparts. This Supplement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


\* \* \* \* \*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an authorized signatory as of the date first above written.

**E.J. MCKERNAN & CO.**

By:   
Title: \_\_\_\_\_

**RICHARDS PACKAGING HOLDINGS (US) INC.**

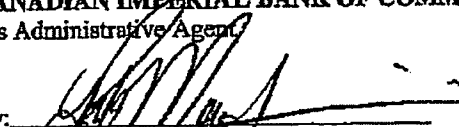
By:   
Title: \_\_\_\_\_

**071907 INC.**

By:   
Title: \_\_\_\_\_

ACCEPTED AND AGREED FOR ITSELF  
AND ON BEHALF OF THE SECURED PARTIES:

**CANADIAN IMPERIAL BANK OF COMMERCE,**  
as Administrative Agent

By:   
Title: **PETER A. MASTROMARINI**  
**EXECUTIVE DIRECTOR**

By:   
Title: **David Evelyn**  
**Director**

Error! Unknown document property name.

**SCHEDULE 3.1.32**

**INTELLECTUAL PROPERTY**

**As at November 1, 2007**

**Registered**

<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Goods and Services</b>
McKernan	78876561	3219962	Brokerage in the field of packaging and packaging components
QDP	76251578	2620549	Wholesale distribution and brokerage services of surplus or new components, featuring bottles, caps, sprayers, lotion pumps, closures, trigger sprayers, jars, cans, compact and lipstick cases
PACKAGING CLEARING HOUSE	78878841	3263758	Brokerage in the field of packaging components

**Pending**

<b>Mark</b>	<b>Serial Number</b>	<b>Goods and Services</b>
JET	78893586	Bottles, sold empty; Dispensers for liquid soap; Empty spray bottles; Plastic spray nozzles
KING	78892820	Bottles, sold empty
PRECYCLE	77004700	Brokerage in the field of surplus packaging components