

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berlin Packaging L.L.C.		08/17/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2889395	ANYTHING IS POSSIBLE	
Registration Number:	2997873	FREUND CONTAINER	
Registration Number:	2497782	FREUND CONTAINER	
Registration Number:	3034818	PACKAGING IDEAS DELIVERED	
Registration Number:	1965184	PACKAGING TOOLBOX	
Registration Number:	1780321	BERLIN	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		

CH \$165.00 2889395

ATTORNEY DOCKET NUMBER:	CSC # NOT GIVEN
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	11/21/2007
Total Attachments: 5 source=berlin_boa_2nd_tm6#page2.tif source=berlin_boa_2nd_tm6#page3.tif source=berlin_boa_2nd_tm6#page4.tif source=berlin_boa_2nd_tm6#page5.tif source=berlin_boa_2nd_tm6#page6.tif	

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of August 17, 2007, by BERLIN PACKAGING L.L.C. (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Guarantee and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the obligations under the Credit Agreement and termination of the Guarantee and Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable

form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Second Priority Nature of Liens. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement shall be a second priority lien on and security interest in Collateral and the exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BERLIN PACKAGING L.L.C.

By: 

Name: Andrew Berlin

Title: Chairman, President and
Chief Executive Officer

[second lien trademark security agreement]

TRADEMARK
REEL: 003665 FRAME: 0910

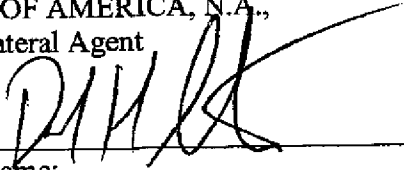
Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____

Name:

Title:


David H. Stricker
Senior Vice President

[second lien trademark security agreement]

TRADEMARK
REEL: 003665 FRAME: 0911

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations owned by:

Berlin Packaging L.L.C.:

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
ANYTHING IS POSSIBLE	2,889,395	September 28, 2004
FREUND CONTAINER (& Design)	2,997,873	September 20, 2005
FREUND CONTAINER	2,497,782	October 16, 2001
PACKAGING IDEAS DELIVERED (& Design)	3,034,818	December 27, 2005
PACKAGING TOOLBOX	1,965,184	April 2, 1996
BERLIN	1,780,321	July 6, 1993

Trademark Applications owned by:

Berlin Packaging L.L.C.:

none.