

3/17/08

03-24-2008



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HEET
LY

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Bluegrass Container Holdings, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other **limited liability company (Delaware)**

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? No

Name: **Bank of America, N.A., as Administrative Agent**
Internal _____
Address: **IL1-231-08-30**
Street Address: **231 S. LaSalle Street**
City: **Chicago**
State: **IL**
Country: **United States** Zip: **60697**

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other **association** Citizenship **United States**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) **March 10, 2008**

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See SCHEDULE A attached hereto.

B. Trademark Registration No.(s)
See SCHEDULE A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: **Terry L. Witcher, NCCP**
Internal Address: _____
Helms Mulliss & Wicker, PLLC
Street Address: **201 N. Tryon Street, Suite 3000**
City: **Charlotte**
State: **NC** Zip: **28202**
Phone Number: **704-343-2104**
Fax Number: **704-444-8857**
Email Address: **terry.witcher@hww.com**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
03/24/2008 Expiration Date **00000005 78916232**

b. Deposit Account Number _____ **40.00 04**
02 FC:8522 **325.00 04**
Authorized User Name _____


9. Signature: *a. Carter Arey* **March 14, 2008**
Signature Date






A. Carter Arey Total number of pages including cover sheet, attachments, and document: **10**
Name of Person Signing


Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450


SCHEDULE A

**ALTIVITY PACKAGING, LLC
TRADEMARKS**

Trademark	Registration / Application Number	Goods/Class	Status
ALTIVITY PACKAGING	78/916,232	Machinery for assembling, articulating, and filling a variety of types of packaging containers, such as bags and box containers in International Class 7	Filing Date: 06/24/2006
ALTIVITY PACKAGING	78/916,233	Paper and paperboard articles; namely, paperboard and box board in International Class 16	Filing Date: 06/24/2006
ALTIVITY PACKAGING	78/916,234	Plastics in the form of sheets and rolls for use in manufacture in International Class 17	Filing Date: 06/24/2006
ALTIVITY PACKAGING	78/916,235	Plastic bags and sacks for general use in International Class 16	Filing Date: 06/24/2006
ALTIVITY PACKAGING	78/916,239	Graphic and structural design services in the field of paperboard products and other industrial and commercial containers in International Class 42	Filing Date: 06/24/2006
ALTIVITY PACKAGING	78/916,238	Custom manufacturing of paperboard and paper-based packaging; custom manufacture and printing of paper and plastic labels in International Class 40	Filing Date: 06/24/2006
ALTIVITY PACKAGING	78/916,237	Business marketing consulting services in the field of paperboard products and other industrial and commercial containers in International Class 35	Filing Date: 06/24/2006
	77/067,379	Paper and paper articles, namely, paperboard and box board; plastic bags and sacks for general use in International Class 16	Filing Date: 12/19/2006 Published: 07/17/2007 Allowed 10/09/2007



	77/067,382	Plastics in the form of sheets and rolls for use in manufacture in International Class 17	Filing Date: 12/19/2006 Published: 07/17/2007 Allowed 10/09/2007
	77/067,383	Business marketing consulting services in the field of paperboard products and other industrial and commercial containers in International Class 35	Filing Date: 12/19/2006 Published: 07/17/2007 Allowed 10/09/2007
	77/067,423	Manufacturing of paperboard and paper-based packaging; manufacture and printing of paper and plastic labels in International Class 40	Filing Date: 12/19/2006
	77/067,417	Graphic and structural design services in the field of paperboard products and other industrial and commercial containers in International Class 42	Filing Date: 12/19/2006 Published: 07/17/2007 Allowed 10/09/2007
	77/067,376	Machinery for assembling, articulating, and filling a variety of types of packaging containers, such as bags and box containers in International Class 7	Filing Date: 12/19/2006 Published: 07/17/2007 Allowed 10/09/2007
CAP-SAC	1,364,462 73/533,728	Multiwall paper bags in International Class 16	Registration Date: 10/08/1985 Renewal due: 10/08/2015
DI-NA-CAL	1,492,914 73/682,113	Machines for affixing labels in International Class 7	Registration Date: 06/21/1988 Renewal due: 06/21/2008

FORCE FLOW	78/801,379	Machines for filling containers with finely divided material in International Class 7	Registration Date: 06/19/2007 Renewal due: 06/19/2017
FRESH POP CORN DELICIOUS CRISP DELICIOUS NUTRITIOUS POP CORN (AND DESIGN)	2,611,302 75/887,208	Cardboard container for holding popcorn in International Class 16	Registration Date: 08/27/2002 Renewal due: 08/27/2012
			
KITCHEN MASTER	1,664,118 74/110,013	Paper bags and sacks in International Class 16	Registration Date: 11/12/1991 Renewal due: 11/12/2011
LITHOFLUTE	2,562,559 76/220,109	Corrugated paperboard blanks, packaging, containers and boxes in International Class 16	Registration Date: 04/16/2002 Renewal due: 04/16/2012
MASTER IMPRESSIONS	78/880,703	Plastic canister packaging for consumer products packaging purposes in Class 20	Application Date: 05/10/2006 Published: 07/17/2007 Allowed: 10/09/2007
MASTERCOAT	1,516,386 73/725,976	Paperboard in International Class 16	Registration Date: 12/13/1988 Renewal due: 12/13/2008


PEEL PAK	2,370,346 75/627,455	Paper bags with or without liners in International Class 16	Registration Date: 07/25/2000 Renewal due: 07/25/2010
SECURETAB	78/925,516	Paperboard packaging for dispensing prepackaged pharmaceutical preparations in International Class 16	Application Date: 07/10/2006
SECURETAB II	78/925,514	Paperboard packaging for dispensing prepackaged pharmaceutical preparations in International Class 16	Application Date: 07/10/2006
SHAPEFX	78/750,676	Corrugated containers, containerboard and paperboard packaging in International Class 16	Application Date: 11/09/2005 Published 07/11/2006
SHAPEFX 	78/750,673	Corrugated containers, containerboard and paperboard packaging in International Class 16	Application Date: 11/09/2005 Published 07/11/2006
SONI-LOK	1,982,563 74/699,769	Paper bags and plastic bags for the packaging of goods in International Class 16	Registration Date:06/25/1996 Renewal due: 06/25/2016
SONI-SEAL	2,189,462 75/362,926	Paper bags and plastic bags for the packaging of goods in International Class 16	Registration Date: 09/15/1998 Renewal due: 09/15/2008
THE YARD MASTER	1,949,831 74/112,925	Independent, selfstanding, biodegradable paper bags and sacks for manually filling and, in turn, disposing of lawn, garden and other compostable wastes in International Class 16	Registration Date: 01/23/1996 Renewal due: 01/23/2016

MILROL	1,456,519	Thermoplastic film for horticultural use	Registration Date: 09/08/1987 Renewed on: 09/14/2007 ¹
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FIELD CONTAINER COMPANY, L.P.
TRADEMARKS

Registration Number	Grant Date	Title
2,394,139	10/10/2000	ENJOY THE GIFT OF GIVING
0,801,131	01/04/1966	MIROCOTE
2,679,925	01/28/2003	SCHOOL RULES
2,647,022	11/05/2002	WINDOW IDENTS
1,775,854	06/08/1993	
1,692,945	06/09/1992	

HANDSCHY INDUSTRIES, LLC
TRADEMARKS

Trademark	Registration Number	Grant Date	Serial Number	Filing Date
	3,052,405	01/31/2006	76/602,672	07/16/2004
QUALITY YOU CAN SEE	3,181,344	12/05/2006	76/602,673	07/16/2004

¹ The PTO lists the current owner as AT Films Inc. Steps to verify ownership have been taken and appropriate documents will be filed with the PTO.

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), dated as of March 10, 2008, is made by Bluegrass Container Holdings, LLC, a Delaware limited liability company (“BCH”), in favor of Bank of America, N.A. (the “Agent”), as administrative agent for the several banks and other financial institutions (the “Lenders”) party to that certain Credit Agreement (“Credit Agreement”) dated as of May 16, 2007, among Graphic Packaging International, Inc., a Delaware corporation (“Graphic”), the Lenders, the Agent, and the other parties thereto, as amended by Amendment No. 1 dated as of March 10, 2008 (“Amendment No. 1”) and Amendment No. 2 dated as of March 10, 2008 (“Amendment No. 2”), and collectively with Amendment No. 1, the “Amendments”). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement referred to below, or if not defined therein, in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Transaction Agreement and Agreement and Plan of Merger (the “Transaction Agreement”), dated as of July 9, 2007, by and among Graphic Packaging Corporation (“Holding”), BCH, TPG Bluegrass IV, L.P., TPG Bluegrass IV-AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V-AIV 2, L.P., Field Holdings, Inc., TPG FOF V-A, L.P., TPG FOF V-B, L.P., BCH Management, LLC, New Giant Corporation and Giant Merger Sub, Inc., and following the contribution of all of the issued and outstanding equity interests of BCH (the “BCH Interests”) from New Giant Corporation to Holding to Graphic, Graphic will be the owner of all of the BCH Interests (the “BCH Transaction”);

WHEREAS, pursuant to Amendment No. 1 to the Credit Agreement, the Lenders have severally agreed to make additional loans and other extensions of credit to Graphic, the parent of BCH, upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holding, Graphic and certain of its Subsidiaries are, or are to become, parties to that certain Guarantee and Collateral Agreement, dated as of May 16, 2007 (as amended, supplemented, waived or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Agent, for the ratable benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires BCH, as a new Subsidiary of Graphic, to become a party to the Guarantee and Collateral Agreement and, in connection therewith, BCH and its Subsidiaries executed and delivered an Assumption Agreement, dated as of March 10, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Assumption Agreement”) to become a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, BCH granted to the Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, BCH has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to Graphic, the parent of BCH, pursuant to the Credit Agreement as amended by the Amendments, BCH agrees, for the benefit of the Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. BCH hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by BCH in the ordinary course of its business, it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of BCH (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of BCH under or in any Trademark Licenses with Persons other than a Subsidiary of BCH for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by BCH for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. BCH does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BLUEGRASS CONTAINER HOLDINGS,
LLC

By: _____
Name:
Title:

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

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

By: _____
Name: Anne M. Zeschke
Title: Assistant Vice President

Signature Page to BCH Notice and Confirmation of Grant of Security Interest in Trademarks

C903454.4

RECORDED: 03/17/2008

TRADEMARK
REEL: 003747 FRAME: 0898