

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of confirmation of grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reynolds Packaging Kama Inc. (f/k/a Alcoa Kama, Inc.)		02/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, Sydney Branch		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2765274	SEALPET	
Registration Number:	2807269	THE SEALABLE ALTERNATIVE	
Registration Number:	1914915	KAMA	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	33133		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 2765274

Signature:	/pja/
Date:	04/09/2008
Total Attachments: 8 source=33133#page1.tif source=33133#page2.tif source=33133#page3.tif source=33133#page4.tif source=33133#page5.tif source=33133#page6.tif source=33133#page7.tif source=33133#page8.tif	

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

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), effective as of February 29, 2008, made by Reynolds Packaging Kama Inc. (f/k/a Alcoa Kama, Inc.), a Delaware corporation having a principal place of business at 100 Tri-State Drive, Suite 200, Lincolnshire, Illinois, 60069 (the "Grantor"), in favor of Credit Suisse, Sydney Branch, having a principal place of business at Level 41, 101 Collins Street, Melbourne, Victoria 3000, Australia, as facility agent and security trustee (the "Security Trustee") for itself and certain banks and financial institutions (the "Lenders"), each of which is party to the Facilities Agreement (as defined below).

WHEREAS, pursuant to the Senior Secured Facilities Agreement, dated as of February 21, 2008, among Reynolds Packaging Group (NZ) Limited, Closure Systems International Inc., Reynolds Consumer Products Holdings Inc., Closure Systems International B.V., Reynolds Treasury (NZ) Limited, the Joint Lead Arrangers and Undersubscribers, the Security Trustee and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Facilities Agreement"), the Lenders have agreed to make certain Facilities available to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreement, the Grantor has executed and delivered a U.S. Collateral Agreement, dated as of February 29, 2008, in favor of the Security Trustee (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Security Trustee, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Notice.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Facilities available to the Borrowers pursuant to the Facilities Agreement, the Grantor agrees, for the ratable benefit of the Secured Parties, as follows:

22700095v1

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

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Collateral Agreement it has granted to the Security Trustee, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in or to any and all of its Trademarks, including, without limitation, the Trademarks listed on Schedule I hereto, as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Notice has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Notice is expressly subject to the terms and conditions of the Collateral Agreement. The 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. Acknowledgment. The Grantor 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 more fully set forth in the 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 Notice may be executed and delivered (including by facsimile transmission or otherwise electronically) in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be duly executed and delivered by their respective officers thereunto duly authorized.

REYNOLDS PACKAGING KAMA INC. (F/K/A ALCOA KAMA, INC.)

By: 

Name: Helen Golding

Title: Assistant Secretary

22700095v1

EXECUTED on behalf of **CREDIT
SUISSE** Sydney Branch as Security
Trustee by its duly appointed
attorney:

and witnessed by:

G.M. Webster

Signature of attorney

Guy Webster

Name of attorney

MDL

Signature of witness

Michael Douglas Loefer
Solicitor

Occupation

Wellington

City/town of residence

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Guy Lethbridge of Wellington, solicitor, certify that:

- (a) by deed dated 14 February 2008, Credit Suisse, Sydney Branch ("Appointor"), having its registered office at Sydney, appointed me the Appointor's attorney on the terms, and subject to the conditions, set out in that deed; and
- (b) at the date of this certificate, I have not received any notice or information of the revocation of that appointment by the dissolution of the Appointor or otherwise.

DATED: 27 March 2008

SIGNED:



Guy Lethbridge

SCHEDULE I

Trademark Registrations

See attached

Trademark Applications

None

22700095v1

Schedule I (Registered Trademarks - Reynolds Packaging Kama Inc. (f/k/a Alcoa Kama Inc.))

Trademark	Registration Number
Sealpet	2,765,274
The Sealable Alternative	2,807,269
Kama	1,914,915

22694977v1