

**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>
Orange County Container Group LLC		11/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	901 Main Street		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202-3714		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3073389	PAPERLOGIC	
Registration Number:	2738356	TEXBAKE	
Registration Number:	2727845	TEXCOAT	
Registration Number:	2727898	TEXGUARD	
Registration Number:	2744014	TRIBAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)745-5390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-745-5226		
<b>Email:</b>	awalker@winstead.com		
<b>Correspondent Name:</b>	Andrea Walker, Winstead PC		
<b>Address Line 1:</b>	P.O. Box 50784		
<b>Address Line 4:</b>	Dallas, TEXAS 75250-0784		
<b>ATTORNEY DOCKET NUMBER:</b>	25690-700 IP SEC AGR OCCG		

**OP \$140.00 3073389**

NAME OF SUBMITTER:	Andrea Walker
Signature:	/aw1670/
Date:	12/04/2008

**Total Attachments: 13**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL SECURITY AGREEMENT (this "Agreement"), dated as of November 14, 2008, is made between Orange County Container Group LLC, a Delaware limited liability company (the "Grantor"), and Bank of America, N.A., in its capacity as Administrative Agent (as defined in the Credit Agreement described below), for the benefit of each Secured Creditor defined below (Administrative Agent in such capacity, "Secured Party").

### BACKGROUND.

Bank of America, N.A., as Administrative Agent, the Lenders party thereto, and Orange County Container Group LLC, a Delaware limited liability company and OCC Group, LLC, a California limited liability company (collectively, the "Borrowers"), entered into the Credit Agreement dated as of November 14, 2008 (such agreement, together with all amendments, restatements and other modifications thereto, the "Credit Agreement"). In connection therewith, pursuant to the Security Agreement, dated as of November 14, 2008 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), Grantor has granted to the Secured Party a security interest in the "Collateral" described therein, including the intellectual property identified below, to secure the Obligations.

To supplement the Secured Party's security interest in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Other Definitions. For purposes of this Agreement:

(i) "Copyrights" means all state (including common law), federal and foreign copyrights rights in any work, and registrations and applications for registration of such copyrights, all licenses related to any of the foregoing and all income and royalties with respect to any licenses (including such copyright registrations and copyright applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof; all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) "Patents" means all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule B), all rights to sue for past, present or future infringement thereof, all rights arising

therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) "*Trademarks*" means all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule C), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof; all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) "*Secured Creditor*" or "*Secured Creditors*" means (a) Secured Party, (b) Administrative Agent (and any sub-agent thereof), (c) Lenders, (d) the L/C Issuer, (e) any Hedge Bank, (f) any Cash Management Bank, and (g) any Related Party to whom any indemnification obligation is owed by any Loan Party pursuant to any Loan Document.

(c) Interpretation. The rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

## SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Grantor hereby grants to Secured Party, for itself and on behalf of and for the ratable benefit of the other Secured Creditors, a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) Copyrights;

(ii) Patents;

(iii) Trademarks;

(iv) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets, including but not by way of limitation, such goodwill associated with and symbolized by the Trademarks;

(v) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(vi) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Secured Party is the loss payee thereof) or

any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

(c) Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted in Section 2.1(a) attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in the abandonment, termination pursuant to the terms of, or a breach or default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9.406, 9.407, 9.408 or 9.409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Law (including any Debtor Relief Law) or principles of equity); *provided, however*, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified above. So long any property of Grantor is excluded from the security interest granted in Section 2.1(a) pursuant to the immediately preceding sentence, such property shall be excluded from the term "Collateral" for all purposes hereunder.

### SECTION 3 Supplement to Security Agreement.

The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

### SECTION 4 Authorization to Supplement.

If the Grantor shall obtain rights to any new Copyrights, Patents and Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Secured Party with respect to any such new Copyrights, Patents and Trademarks. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Secured Party to modify this Agreement by amending Schedule A, B or C to include any such new Copyrights, Patents and Trademarks. No failure to so amend Schedule A, B or C shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A, B or C.

SECTION 5 Further Acts.

On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office (the "PTO"), the United States Copyright Office (the "Copyright Office") and/or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO and the Copyright Office, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Secured Party, the L/C Issuer, the Swing Line Lender and the Lenders and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 7 Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN TEXAS.

SECTION 8 Entire Agreement; Amendment.

(a) **ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

(b) This Agreement shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 9 Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum

requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 10 Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

**ORANGE COUNTY CONTAINER GROUP  
LLC**

By: Michael P. Peterik  
Name: Michael Peterik  
Title: CEO


**Address:**

13400 E Nelson Ave  
City of Industry CA 91746  
Attn: Michael Peterik  
Email: michael@orangecountycontainer.com  
Fax No.: 626-330-4613



THE SECURED PARTY

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

By: 

Name: \_\_\_\_\_

Title: Michael Brasher  
Vice President

**Address:**

Bank of America, N.A.

Agency Management

901 MAIN ST.

DALLAS, TX 75202-3714

Attn: PATRICIA A. TOMEK

Email: PATRICIA.A.TOMEK@BANKOFAMERICA.COM

Fax No.: \_\_\_\_\_

SCHEDULE A  
to the Intellectual Property Security Agreement

Issued Patents of the Grantor

Registered Owner/Grantor	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
NONE.				

Pending Patent Applications of the Grantor

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
NONE.				

SCHEDULE B  
to the Intellectual Property Security Agreement

Issued Trademarks of the Grantor

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
OCCG <sup>1</sup>	Owner	PAPERLOGIC	3073389	35	providing business-to-business trade information and facilitating e-commerce transactions by the integrated tracking and management of commercial transactions on a global computer network; providing business-to-business product information via the Internet; and inventory management, all in the paper and paperboard manufacturing and converting industries	March 28, 2006	United States
OCCG	Owner	TEXBAKE	2738356	16	coated paper products, namely, recycled paper, corrugated boxes, and components thereof, namely, corrugating medium	July 15, 2003	United States

<sup>1</sup> Trademarks listed here are owned by CSI Texas Holdings, Inc., d/b/a/ Corrugated Services, Inc. and will be assigned to OCCG on the Closing Date; PTO documentation to follow.

OCCG	Owner	TEXCOAT	2727845	16	and linerboard coated paper products, namely, recycled paper, corrugated boxes, and components thereof, namely, corrugating medium and linerboard	June 17, 2003	United States
OCCG	Owner	TEXGUARD	2727898	16	coated paper products, namely, recycled paper, corrugated boxes, and components thereof, namely, corrugating medium and linerboard	June 17, 2003	United States
OCCG	Owner	TRIBAR	2744014	16	coated paper products, namely, recycled paper, corrugated boxes, and components thereof, namely, corrugating medium and linerboard	July 29, 2003	United States
OCCG	Owner	PAPERLOGIC	4662326	35	providing business-to-business trade information and facilitating e-commerce transactions by the integrated tracking and management of commercial transactions on a global computer network; providing business-to-business product information via the internet; and inventory management, all in the paper and paperboard manufacturing and converting industries	September 25, 2006	European Community

OCCG	Owner	PAPERLOGIC	937267	35	providing business-to-business trade information and facilitating e-commerce transactions by the integrated tracking and management of commercial transactions on a global computer network; providing business-to-business product information via the internet; and inventory management, all in the paper and paperboard manufacturing and converting industries	May 31, 2006	Mexico
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Pending Trademark Applications of the Grantor

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
OCCG	Owner	PAPERLOGIC	1273002	35	providing business-to-business trade information and facilitating e-commerce transactions by the integrated tracking and management of commercial transactions on a global computer network; providing business-to-business paper and paperboard manufacturing and converting industries	September 22, 2005	Canada

OCCG	Owner	PAPERLOGIC	4924560	35	product information via the internet, and inventory management, all in the paper and paperboard manufacturing and converting industries providing business-to-business trade information and facilitating e-commerce transactions by the integrated tracking and management of commercial transactions on a global computer network; providing business-to-business paper and paperboard manufacturing and converting industries product information via the internet, and inventory management, all in the paper and paperboard manufacturing and converting industries	September 30, 2005	China
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SCHEDULE C  
to the Intellectual Property Security Agreement

Copyright Registrations of the Grantor

Registered Owner/ Grantor	Nature of Grantor's Interest (e.g. owner, licensee)	Serial No.	Copyright	Issue Date	Country of Issue
NONE.					

Copyright Applications of the Grantor

Registered Owner/Grantor	Nature of Grantor's Interest (e.g. owner, licensee)	Registration No.	Copyright	Application Date	Country of Application
NONE.					

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