

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Specialized Packaging Intermediate Holding Corp.		07/14/2009	CORPORATION: DELAWARE
The Specialized Packaging Group, Inc.		07/14/2009	CORPORATION: DELAWARE
Specialized Packaging Radisson LLC		07/14/2009	LIMITED LIABILITY COMPANY: NEW YORK
Specialized Packaging Machinery, LLC		07/14/2009	LIMITED LIABILITY COMPANY: GEORGIA
Specialized Packaging Flexo, LLC		07/14/2009	LIMITED LIABILITY COMPANY: KANSAS

RECEIVING PARTY DATA

Name:	Specialized Packaging Finance, Inc.
Street Address:	5200 Town Center Circle, Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77645637	ACCUBRITE
Serial Number:	77679988	ACCU-FOLD
Registration Number:	3245417	ACCUSCENT
Registration Number:	2404042	
Serial Number:	77712992	HOLOBRITE
Registration Number:	2340984	SPG
Registration Number:	2622760	SPG

CH \$240.00 77645637

900138626

**TRADEMARK
 REEL: 004024 FRAME: 0252**

Registration Number:	2401554	SPI
Registration Number:	2408475	SPI

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	38233-423 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	07/14/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2009, by Specialized Packaging Intermediate Holding Corp., a Delaware corporation ("Intermediate"), The Specialized Packaging Group, Inc. a Delaware corporation ("SPG"), Specialized Packaging Radisson LLC, a New York limited liability company ("SPR"), Specialized Packaging Machinery, LLC, a Georgia limited liability company ("SPM") and Specialized Packaging Flexo, LLC, a Kansas limited liability company ("SPF"; together with Intermediate, SPG, SPR and SPM are each referred to herein as a "Grantor" and collectively, the "Grantors"), in favor of Specialized Packaging Finance, Inc., a Delaware corporation (the "Secured Party").

WITNESSETH:

WHEREAS, as of the date hereof, the parties hereto have executed that certain (i) Senior Secured Promissory Note (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note") and (ii) Security Agreement (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Note each Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) All of its trademarks registrations and trademark applications (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), including those referred to on Schedule I hereto;
- (b) all renewals, registrations, continuations and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future

(i) infringement or dilution of any of the foregoing, or (ii) injury to the goodwill associated with any of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the exercise of remedies with respect to this Trademark Security Agreement is subject to the provisions set forth in Section 6 of the Security Agreement.

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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.

GRANTORS:

SPECIALIZED PACKAGING INTERMEDIATE HOLDING CORP.

By: _____
Name: Carlton L. Highsmith
Title: Chief Executive Officer and President

THE SPECIALIZED PACKAGING GROUP, INC

By: _____
Name: Carlton L. Highsmith
Title: Chief Executive Officer and President

SPECIALIZED PACKAGING RADISSON LLC

By: _____
Name: Carlton L. Highsmith
Title: Chief Executive Officer and President

SPECIALIZED PACKAGING MACHINERY, LLC

By: The Specialized Packaging Machinery Group, Inc.
Its: Member

By: _____
Name: Carlton L. Highsmith
Title: Chief Executive Officer and President


SPECIALIZED PACKAGING FLEXO, LLC

By: _____
Name: Carlton L. Highsmith
Title: Manager

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

SUN SPECIALIZED PACKAGING FINANCE, LLC

By: 
Name: Michael J. McConvery
Title: Vice President

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date
ACCUBRITE	U.S.	77/645637	1/8/2009	N/A	N/A
ACCU-FOLD	U.S.	77/679988	2/27/2009	N/A	N/A
ACCUSCENT	U.S.	78/551527	1/21/2005	3245417	5/22/2007
CARTON DESIGN	U.S.	75/846026	11/10/1999	2404042	11/14/2000
HOLOBRITE	U.S.	77/712992	4/13/2009	N/A	N/A
SPG	U.S.	75/692470	4/27/1999	2340984	4/11/2000
SPG & DESIGN	U.S.	75/846183	11/10/1999	2622760	9/24/2002
SPI	U.S.	75/692471	4/27/1999	2401554	11/7/2000
SPI & DESIGN	U.S.	75/846025	11/10/1999	2408475	11/28/2000