

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Specialized Packaging Group, Inc.		09/11/2009	CORPORATION: DELAWARE
Specialized Packaging Radisson LLC		09/11/2009	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	A3 Funding LP, as agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2408475	SPI
Registration Number:	2401554	SPI
Registration Number:	2404042	
Registration Number:	3245417	ACCUSCENT
Serial Number:	77712992	HOLOBRITE
Serial Number:	77679988	ACCU-FOLD
Serial Number:	77645637	ACCUBRITE
Registration Number:	2340984	SPG
Registration Number:	2622760	SPG

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**900143014**

**TRADEMARK  
 REEL: 004060 FRAME: 0214**

**CH \$240.00 2408475**

Phone: 212-756-2494  
Email: watt.wanapha@srz.com  
Correspondent Name: Watt Wanapha, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.1039
NAME OF SUBMITTER:	Watt Wanapha, Esq. (014951.1039)
Signature:	/kc for ww/
Date:	09/11/2009

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 11th day of September, 2009, by the Grantors listed on the signature pages hereof (each a "Grantor" and collectively, the "Grantors"), in favor of A3 FUNDING LP, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of September 11, 2009 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among the Grantors, certain of their affiliates, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make term loans to the Grantors and their affiliates from time to time pursuant to the terms and conditions of the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such 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 such Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those U.S. trademarks and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses for Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations.

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Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the priority of the Liens granted to the Agent in the Trademark Collateral pursuant to this Trademark Security Agreement and the exercise, after the occurrence and during the continuance of an Event of Default, of any right or remedy by the Agent or any Lender with respect to certain of the Trademark Collateral hereunder are subject to the provisions of the Intercreditor Agreement dated as of the date hereof (the "Intercreditor Agreement"), by and among the Agent, PNC Bank, National Association, as Revolving Agent, the Borrowers and the Guarantors. In the event of any direct and irreconcilable conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement with respect to (a) the priority of Liens granted to the Agent in the Trademark Collateral pursuant to this Trademark Security Agreement or (b) the rights of the Agent or any Lender under this Trademark Security Agreement with respect to certain Trademark Collateral after the occurrence and during the continuance of an Event of Default, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Trademark Security Agreement to "first priority lien" or words of similar effect in describing the Liens created hereunder shall be understood to refer to such priority as set forth in the Intercreditor Agreement. All representations, warranties and covenants in this Trademark Security Agreement shall be subject to the provisions and qualifications set forth in this Section 8. Nothing in this Section 8 shall be construed to provide that any Grantor is a third party beneficiary of the provisions of the Intercreditor Agreement and each Grantor (a) agrees that, except as expressly otherwise provided in the Intercreditor Agreement, the terms of the Intercreditor Agreement shall not give any Grantor any, nor modify any, substantive rights vis-à-vis the Agent or any Lender, or any obligations or liabilities owing to the Agent and/or the Lenders, under this Trademark Security Agreement and (b) if the Agent shall enforce its rights or remedies in violation of the terms of the Intercreditor Agreement, agrees that it shall not use such violation as a defense to any enforcement of remedies otherwise made in accordance with the terms of this Trademark Security Agreement by the Agent or any Lender or assert such violation as a counterclaim or basis for set-off or recoupment against the Agent or any Lender and agrees to abide by the terms of this Trademark Security Agreement and to keep, observe and perform the several matters and things herein intended to be kept, observed and performed by it; provided, however, no Default or Event of Default shall arise as a result of any Grantor complying with the provisions of the Intercreditor Agreement.

*Remainder of page intentionally left blank; 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.

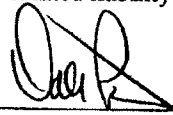
GRANTORS:

THE SPECIALIZED PACKAGING GROUP, INC.,  
a Delaware corporation

By:  \_\_\_\_\_

Name: Dale Parker  
Title: Secretary and Treasurer

SPECIALIZED PACKAGING RADISSON LLC,  
a New York limited liability company

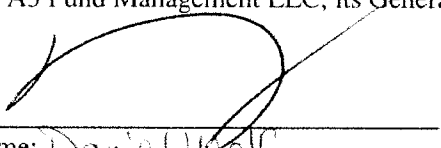
By:  \_\_\_\_\_

Name: Dale Parker  
Title: Secretary and Treasurer

ACCEPTED AND  
ACKNOWLEDGED BY:

A3 FUNDING LP, as Agent

By: A3 Fund Management LLC, its General Partner

By: 

Name: Daniel Wolf

Title: vice president

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Owner</b>	<b>Country</b>	<b>Description of Trademark</b>	<b>Application/Registration Number</b>	<b>Application/Registration Date</b>
Specialized Packaging Radisson LLC	USA	SPI & DESIGN	2408475	11/28/00
Specialized Packaging Radisson LLC	USA	SPI	2401554	11/07/00
Specialized Packaging Radisson LLC	USA	CARTON DESIGN	2404042	11/14/00
The Specialized Packaging Group, Inc.	USA	ACCUSENT	3245417	05/22/07
The Specialized Packaging Group, Inc.	USA	HOLOBRITE	77-712992	04/13/09
The Specialized Packaging Group, Inc.	USA	ACCU-FOLD	77-679988	02/27/09
The Specialized Packaging Group, Inc.	USA	ACCUBRITE	77-645637	01/08/09
The Specialized Packaging Group, Inc.	USA	SPG	2340984	04/11/00
The Specialized Packaging Group, Inc.	USA	SPG & DESIGN	2622760	09/24/02



Licenses

License Agreement between Alitivity Packaging, LLC, Bluegrass Mills Holdings Company, LLC and BoxBoard Industries, Inc. (n/k/a PaperWorks Industries, Inc.), dated September 17, 2008.