

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Printpack Illinois, Inc.		01/29/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	201 Third Street, 8th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77762151	SERIES AFFINIA
Serial Number:	77783627	COLOR-TROL
Registration Number:	1937414	WONDER WINDOW
Registration Number:	3341393	IMPRESS
Registration Number:	1576327	CLEAR CHOICE
Registration Number:	2171307	P
Registration Number:	1810040	E-Z SEAL
Registration Number:	2394339	PERFORMX FILMS
Registration Number:	1217574	PRINTPACK
Registration Number:	3526277	RAMPART
Registration Number:	1418957	SURESEAL
Registration Number:	2035877	VIRTUAL IMAGE
Registration Number:	2063585	BACKLITE
Serial Number:	77719465	OTM

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Serial Number:	77722732	RIP 'N SNACK
Registration Number:	2952669	REG-R-BOSS
Serial Number:	77122419	INVISI-SHIELD
Registration Number:	3040244	PACKAGING BETTER IDEAS
Registration Number:	3136657	STARSEAL
Registration Number:	3136844	POWER TOOLS FOR PROCESS IMPROVEMENT
Registration Number:	3123734	SHOWPACK

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704.350.7738
Email: bsmith@winston.com
Correspondent Name: Betty G. Smith
Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.
Address Line 2: 22nd Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	250056.07008
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	02/02/2010

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 29, 2010 by and between PRINTPACK ILLINOIS, INC., an Illinois corporation (the "Grantor"), having its chief executive office at 1400 Abbott Drive, Elgin, Illinois 60123, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 201 Third Street, 8th Floor, San Francisco, California 94103, for the ratable benefit of the Secured Parties as defined in that certain Credit Agreement, dated as of January 29, 2010 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Printpack Holdings, Inc., a Delaware corporation, as Borrower (the "Borrower"), the banks and other financial institutions from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of January 29, 2010 by and among the Borrower, certain of its Subsidiaries party thereto, including the Grantor, and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature Pages Follow]

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

PRINTPACK ILLINOIS, INC., as Grantor

By: [Signature]
Name: David Kenny
Title: Vice President

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Cobb

I, Rita L. Benfield, a Notary Public for said County and State, do hereby certify that David Kenny personally appeared before me this day and stated that (s)he is Vice President of Printpack and acknowledged, on behalf of Printpack Illinois, Inc. the due execution of the foregoing instrument. Illinois, Inc.

Witness my hand and official seal, this 29 day of January, 2010.


Rita L. Benfield
Notary Public

My commission expires:

~~Notary Public
Douglas County, Georgia
My Commission Expires
November 8, 2010~~

Agreed and Accepted as of the 29th day of
January, 2010.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: MARK J. [unclear]
Title: SENIOR VICE PRESIDENT

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademark	Status	App. No.	File Date	Reg No.	Reg. Date
SERIES AFFINIA	Pending	77/762,151	6/17/2009		
COLOR-TROL	Pending	77/783,627	7/17/2009		
WONDER WINDOW	Registered	74/227,461	12/5/1991	1,937,414	11/21/1995
IMPRESS	Registered	78/730,491	10/11/2005	3,341,393	11/20/2007
CLEAR CHOICE	Registered	73/755,955	10/3/1988	1,576,327	1/9/1990
Bug Design	Registered	75/310,008	6/16/1997	2,171,307	7/7/1998
E-Z SEAL	Registered	74/271,883	5/4/1992	1,810,040	10/7/1993
PERFORMX FILMS (stylized)	Registered	75/729,287	6/15/1999	2,394,339	10/10/2000
PRINTPACK (stylized)	Registered	73/261,057	5/6/1980	1,217,574	11/23/1982
RAMPART	Registered	77/115,720	2/26/2007	3,526,277	11/4/2008
SURESEAL	Registered	73/595,424	5/25/1986	1,418,957	12/2/1986
VIRTUAL IMAGE	Registered	74/315,001	9/18/1992	2,035,877	2/4/1997
BACKLITE	Registered	74/419,657	7/30/1993	2,063,585	5/20/1997
OTM	Published	77/719,465	4/22/2009		
RIP 'N SNACK	Published	77/722,732	4/27/2009		
REG-R-BOSS (stylized)	Registered	76/518,825	6/2/2003	2,952,669	5/17/2005
INVISI-SHIELD (stylized)	Published	77/122,419	3/5/2007		
PACKAGING BETTER IDEAS	Registered	78/400,251	4/12/2004	3,040,244	1/10/2006
STAR SEAL and Wave Design	Registered	78/422,952	5/21/2004	3,136,657	8/29/2006
POWER TOOLS FOR PROCESS IMPROVEMENT (stylized)	Registered	78/487,604	9/22/2004	3,136,844	8/29/2006
SHOWPACK (stylized)	Registered	78/703,393	8/30/2005	3,123,734	8/1/2006

[Schedule to Trademark Security Agreement—Printpack Illinois, Inc.]

LEGAL02/31723143v1

RECORDED: 02/02/2010

**TRADEMARK
REEL: 004142 FRAME: 0223**