

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Sydney Branch		05/04/2010	bank: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Evergreen Packaging Inc.		
Street Address:	5350 Poplar Avenue		
Internal Address:	Suite 600		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1555729	BARRIER PAK	
Registration Number:	1815846	ECO-PAK	
Registration Number:	1717981	SPOUT-PAK	
Registration Number:	3060969	TRU-TASTE MAXX	
Registration Number:	1929399	ELL	
Registration Number:	1939346	ELL EXTENDED LONG LIFE	
Registration Number:	1466316	ESL	
Registration Number:	1927460	ESL	
Registration Number:	1927456	ESL EXTENDED SHELF LIFE	
Registration Number:	1880374	EVERGREEN	
Registration Number:	2028125	EXTENDED LONG LIFE	
Registration Number:	2016736	EXTENDED SHELF LIFE	
Registration Number:	1462791	EXTENDED SHELF LIFE	

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Registration Number:	3265982	TRU-TASTE
Registration Number:	3490564	TRUSPEC
Serial Number:	78565376	SAFE TWIST

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Noam Waldoks, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23091-1045
NAME OF SUBMITTER:	Noam Waldoks
Signature:	/Noam Waldoks/
Date:	05/07/2010

Total Attachments: 5
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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of 4 May, 2010 (the "Termination and Release"), is made from Credit Suisse AG, Sydney Branch, having a principal place of business at Level 41, 101 Collins Street, Melbourne, Victoria 3000, Australia, as facility agent and security agent (the "Security Agent") for itself and certain banks and financial institutions (the "Lenders") that are parties to the Facility Agreement (as defined below), to Evergreen Packaging Inc., a Delaware Corporation having a principal place of business at 5350 Poplar Avenue, Suite 600, Memphis, Tennessee 38119 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Multi-Option Facility Agreement dated December 18, 2006, among Grantor, Carter Hold Harvey Limited, Carter Holt Harvey Finance Australia Pty Limited, the lenders from time to time party thereto and the Security Agent (as amended, supplemented or otherwise modified from time to time, the "Facility Agreement") or the Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the U.S. Collateral Agreement, dated as of December 14, 2007 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), made by the Grantor and the other Grantors (as defined therein) in favor of the Security Agent, a security interest (the "Security Interest") was granted by the Grantor to the Security Agent in certain Trademarks (as defined below);

WHEREAS, in connection the Collateral Agreement, the parties entered into a Patent and Trademark Security Agreement, effective as of January 31, 2007, which was recorded in the Trademark Division of the United States Patent and Trademark Office on February 19, 2007, at Reel 3483, Frame 0205; and

WHEREAS, the Security Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Security Agent hereby states as follows:

1. Trademarks. The term "Trademarks," as used herein, shall mean all of the Grantor's right, title and interest in or to all of the Trademarks, whether owned by the Grantor as of the date of the Collateral Agreement or acquired by the Grantor thereafter, but prior to the date hereof, including those listed on Schedule I.

2. Release of Security Interest. The Security Agent hereby unconditionally and irrevocably terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Security Agent in such Trademarks shall hereby cease and become void.

3. Further Assurances. The Security Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

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

and witnessed by:

G.M. Leffebry

Signature of attorney

Guy Leffebry

Name of attorney



Signature of witness

Jesse Brooks Fairley

Occupation

**Solicitor
Wellington**

City/town of residence

[Signature Page to Termination and Release of Security Interest in Trademarks (EPI) – Credit Suisse]

Certificate of Non-Revocation of Power of Attorney

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

- (a) By deed dated 27 April, 2010, Credit Suisse AG, 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: 4 May 2010

SIGNED:

G. M. Leithbridge

[Signature Page to Termination and Release of Security Interest in Trademarks (EPI) – Credit Suisse]

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TRADEMARK
REEL: 004201 FRAME: 0210

SCHEDULE I

Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>
BARRIER PAK & DESIGN	1,555,729
ECO-PAK	1,815,846
SPOUT-PAK & DESIGN	1,717,981
TRU-TASTE MAXX	3,060,969
ELL	1,929,399
ELL EXTENDED LONG LIFE	1,939,346
ESL	1,466,316
ESL	1,927,460
ESL EXTENDED SHELF LIFE	1,927,456
EVERGREEN	1,880,374
EXTENDED LONG LIFE	2,028,125
EXTENDED SHELF LIFE	2,016,736
EXTENDED SHELF LIFE & DESIGN	1,462,791
TRU-TASTE	3,265,982
TRUSPEC	3,490,564

Trademark Applications

<u>Mark</u>	<u>Application No.</u>
SAFE TWIST	78/565376