

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
The E.J. McKernan Co.		05/31/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	The Bank Of Nova Scotia, as Administrative Agent
Street Address:	40 King Street West, 62nd Floor
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5H 3Y2
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3219962	MCKERNAN
Registration Number:	2620549	QDP
Registration Number:	3263758	PACKAGING CLEARING HOUSE
Serial Number:	78893586	JET
Serial Number:	78892820	KING
Serial Number:	77004700	PRECYCLE

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3127018623
 Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
 rassmus@mayerbrown.com
 Correspondent Name: Richard M. Assmus
 Address Line 1: P. O. Box 2828
 Address Line 4: Chicago, ILLINOIS 606902828

OP \$165.00 3219962

ATTORNEY DOCKET NUMBER:	10101232 RMA
DOMESTIC REPRESENTATIVE	
Name:	Richard M. Assmus
Address Line 1:	P. O. Box 2828
Address Line 2:	Mayer Brown LLP
Address Line 4:	Chicago, ILLINOIS 606902828
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/rma/
Date:	06/29/2010
<p>Total Attachments: 6</p> <p>source=THE EJ MCKERNAN CO TRADEMARK SECURITY AGREEMENT MAY 31 2010#page1.tif</p> <p>source=THE EJ MCKERNAN CO TRADEMARK SECURITY AGREEMENT MAY 31 2010#page2.tif</p> <p>source=THE EJ MCKERNAN CO TRADEMARK SECURITY AGREEMENT MAY 31 2010#page3.tif</p> <p>source=THE EJ MCKERNAN CO TRADEMARK SECURITY AGREEMENT MAY 31 2010#page4.tif</p> <p>source=THE EJ MCKERNAN CO TRADEMARK SECURITY AGREEMENT MAY 31 2010#page5.tif</p> <p>source=THE EJ MCKERNAN CO TRADEMARK SECURITY AGREEMENT MAY 31 2010#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2010 (this "Agreement"), is made between THE E.J. MCKERNAN CO., an Illinois corporation (the "Grantor"), in favor of THE BANK OF NOVA SCOTIA ("Scotia Capital"), as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Creditors.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of May 31, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Richards Packaging Inc. (the "Borrower"), the lenders from time to time parties thereto, as Lenders, the Administrative Agent, and Scotia Capital, as Swing Line Lender, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Subsidiary Pledge and Security Agreement, dated as of May 31, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Creditor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Creditor, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Creditor, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired

including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security

Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Financing Document. This Agreement is a Financing Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an authorized signatory as of the date first above written.

THE E.J. MCKERNAN CO.,
as the Grantor

By:  _____
Title:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: _____
Title:

[Signature Page to Trademark Security Agreement]

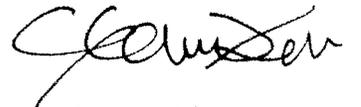
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by an authorized signatory as of the date first above written.

THE E.J. MCKERNAN CO.,
as the Grantor

By: _____
Title:

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: 
Title: Robert Boomhour
Director


Clement Yu
Analyst

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	MCKERNAN	3219962	March 20, 2007
USA	QDP	2620549	September 17, 2002
USA	PACKAGING CLEARNING HOUSE	3263758	July 10, 2007

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
USA	JET	78893586	May 25, 2006
USA	KING	78892820	May 25, 2006
USA	PRECYCLE	77004700	September 21, 2006

Trademark Applications In Preparation

None.

Item B. Trademark Licenses. None.