

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-------------------------------|--|-------------------|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gateway Packaging Company LLC | | 06/21/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | U.S. Bank National Association | | |
| Street Address: | One U.S. Bank Plaza, 12th Floor | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63101 | | |
| Entity Type: | National Association: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2350439 | GATEWAY | |
| Registration Number: | 0555550 | PK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (314)259-2020 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 314-259-2000 | | |
| Email: | ncollora@bryancave.com | | |
| Correspondent Name: | Daniel A. Crowe | | |
| Address Line 1: | 211 N. Broadway, Suite 3600 | | |
| Address Line 4: | St. Louis, MISSOURI 63102-2750 | | |
| ATTORNEY DOCKET NUMBER: | C043194/0182663 | | |
| NAME OF SUBMITTER: | Daniel A. Crowe | | |
| Signature: | /Daniel A. Crowe/ | | |

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**TRADEMARK
 REEL: 004235 FRAME: 0110**

Date:

07/01/2010

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2010, is made by **GATEWAY PACKAGING COMPANY LLC**, a Delaware limited liability company (“Grantor”), in favor of **U.S. BANK NATIONAL ASSOCIATION**, as the Swing Line Lender, the L/C Issuer and the Administrative Agent (each as defined in the Loan Agreement listed below) (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Loan Agreement listed below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of June 21, 2010 (as the same has been and may be from time to time amended, modified, extended, renewed or restated, the “Loan Agreement”), among the Grantor, the Administrative Agent and the lenders party thereto from time to time (collectively, the “Lenders” and, together with the Administrative Agent, the “Secured Parties”), the Lenders have agreed to make extensions of credit to the Borrower (as defined in the Loan Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Intellectual Property Security Agreement of even date herewith in favor of Administrative Agent (the “IP Security Agreement”), among others, Administrative Agent may require that Grantor execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Loan Agreement, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the IP Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a present and continuing first priority security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) the Trademarks, including, without limitation, those listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application filed with the U.S. Patent and Trademark Office ("PTO") for which a statement of use has not been filed with the PTO.

Section 3. IP Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the IP Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the IP Security Agreement, the IP Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

GATEWAY PACKAGING COMPANY LLC
as Grantor

By: *R D Miller*
Name: Roger D. Miller
Title: Chief Executive Officer

STATE OF *Illinois* :
 : SS
COUNTY OF *Madison* :

Before me, the undersigned, a Notary Public, on this ____ day of June, 2010, personally appeared Roger D. Miller to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of **GATEWAY PACKAGING COMPANY LLC**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said Company by authority of its Chief Executive Officer and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.




Loretta A. Hylla
Notary Public
My Commission Expires: *08/20/12*

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

| Mark | Country | Status | App/Reg. No. App/Reg Date | Owner |
|--|-----------------|------------|------------------------------|---------------------------|
| GATEWAY (DESIGN)  | U.S. Federal | Registered | 2350439 16-May-2000 | Gateway Packaging Company |
| PK | U.S. Federal | Registered | 0555550 04-Mar-1952 | Percy Kent Bag Company |

B. TRADEMARK APPLICATIONS

None.