

# 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
REYNOLDS PACKAGING LLC		09/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
REYNOLDS FOOD PACKAGING LLC		09/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
ULTRA PAC, INC.		09/01/2010	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	THE BANK OF NEW YORK MELLON, as Collateral Agent		
Street Address:	101 Barclay Street, Floor 4E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	3012335	COLD FORM	
Registration Number:	2419278	DRUG-PAK	
Registration Number:	1816644	DUOSEAL	
Registration Number:	855584	HSM	
Registration Number:	2841596	INTEGRIPeel	
Registration Number:	2341615	PHARMA-POUCH	
Registration Number:	2973949	POUCH EXPRESS	
Registration Number:	2157658	REYSHIELD	
Registration Number:	2406304	SAFETY-PAK	
Registration Number:	0861697	SM	
Registration Number:	3725956	SMART PEEL	

OP \$1015.00 3012335

900172311

TRADEMARK  
 REEL: 004283 FRAME: 0851

Registration Number:	3373927	SURE-PEEL
Registration Number:	1197314	COMBO-PAK
Registration Number:	1510995	CATER-TIME
Registration Number:	1507800	CATER-TIME
Registration Number:	2011004	CUTTER GARD
Registration Number:	2055323	STAY PUT STRIP
Registration Number:	3589023	MICRO SMART
Registration Number:	3335974	REFLECTIONS
Registration Number:	3218654	REFLECTIONS EASY LOCK
Registration Number:	2402623	REYNOWAVE
Registration Number:	3725957	PLASTERRA
Registration Number:	1564584	DEL-PAK
Registration Number:	3723182	INVERTIBLES
Registration Number:	3592216	FLIP N' STACK
Registration Number:	3588446	TAKEAWAY GOURMET
Registration Number:	2117754	ULTRA PAC
Registration Number:	2273796	ULTRA PAC
Registration Number:	2196677	CHICKEN COUPE
Registration Number:	1922089	ULTRALITE BAKEABLES
Registration Number:	1878674	PETEWICH
Registration Number:	1839975	SNACK CLAM
Registration Number:	1668553	SHO-BOWLS
Serial Number:	77345996	REYNOLON PLUS
Serial Number:	77498747	BUTCHER'S CHOICE
Serial Number:	77797932	CATER-TIME
Serial Number:	77498754	GROWER'S SELECT
Serial Number:	77498744	BAKER'S BEST
Serial Number:	85113803	REYFLEX
Serial Number:	77337642	TERRASMART

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

**TRADEMARK**  
**REEL: 004283 FRAME: 0852**

Address Line 1:	21 Tadcaster Circle
Address Line 2:	Attn: Penelope J.A. Agodoa
Address Line 4:	Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36128
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	09/24/2010
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Total Attachments: 9  
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TRADEMARK SECURITY AGREEMENT dated as of September 1, 2010 (this "Agreement"), among the grantors listed on Schedule I hereto (the "U.S. Grantors") and The Bank of New York Mellon, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Collateral Agreement dated as of November 5, 2009 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), among Reynolds Group Holdings Inc. ("RGHI"), Reynolds Consumer Products Holdings Inc. (the "U.S. Term Borrower" and, together with RGHI, the "U.S. Term Borrowers"), Closure Systems International Holdings Inc. (together with the U.S. Term Borrowers, the "Borrowers"), Reynolds Group Issuer LLC (the "U.S. Issuer"), Reynolds Group Issuer Inc. (the "U.S. Co-Issuer" and, together with the U.S. Issuer, the "Issuers"), the Subsidiaries of Reynolds Group Holdings Limited ("Holdings") from time to time party thereto and the Collateral Agent, (b) the Credit Agreement dated as of November 5, 2009 as amended by Amendment No. 1 dated as of January 1, 2010, and as amended by Amendment No. 2 and Incremental Term Loan Assumption Agreement dated as of May 4, 2010 (as further amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the European Borrowers (as defined therein), Holdings, the lenders from time to time party thereto (the "Lenders") and Credit Suisse AG (formerly known as Credit Suisse), as administrative agent, and (c) the Indenture dated as of November 5, 2009 (as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Senior Secured Note Indenture"), among the Issuers, Reynolds Group Issuer (Luxembourg) S.A., the Note Guarantors (as defined therein) and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent and registrar. The Lenders have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The Senior Secured Note Holders have agreed to extend credit to the Issuers pursuant to, and upon the terms and conditions specified in, the Senior Note Indenture. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. Each U.S. Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in all of such U.S. Grantor's right, title or interest in, to and under all of the Trademarks of such U.S. Grantor (including those listed on Schedule II hereto) now owned or at any time hereafter acquired by such U.S. Grantor or in which such U.S. Grantor now has or at any time in the future may acquire any right, title or interest as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. The U.S. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

REYNOLDS PACKAGING LLC

By

Name: HELEN GOLDING  
Title: Assistant Secretary

REYNOLDS FOOD PACKAGING LLC

By

Name: HELEN GOLDING  
Title: Assistant Secretary

ULTRA PAC, INC.

By

Name: HELEN GOLDING  
Title: Assistant Secretary

Signature Page to Trademark Security Agreement

THE BANK OF NEW YORK MELLON, as  
Collateral Agent

By Catherine F. Donohue  
Name: CATHERINE F. DONOHUE  
Title: VICE PRESIDENT

Schedule I

U.S. Grantors

Reynolds Packaging LLC  
Reynolds Food Packaging LLC  
Ultra Pac, Inc.



Schedule II

Trademarks

REYNOLDS PACKAGING LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
COLD FORM	1-Nov-05	3,012,335
DRUG-PAK	9-Jan-01	2,419,278
DUOSEAL	18-Jan-94	1,816,644
HSM	27-Aug-68	855,584
INTEGRIPEL	11-May-04	2,841,596
PHARMA-POUCH	11-Aug-00	2,341,615
POUCH EXPRESS	19-Jul-05	2,973,949
REYSHIELD	12-May-98	2,157,658
SAFETY-PAK	21-Nov-00	2,406,304
SM	10-Dec-68	861,697
SMART-PEEL	15-Dec-09	3,725,956
SURE-PEEL	22-Jan-08	3,373,927
COMBO-PAK	8-Jun-82	1,197,314
CATER-TIME	1-Nov-88	1,510,995
CATER-TIME	11-Oct-88	1,507,800
CUTTER GARD	22-Oct-96	2,011,004
STAY PUT STRIP	22-Apr-97	2,055,323
MICRO SMART	10-Mar-09	3,589,023
REFLECTIONS	13-Nov-07	3,335,974
REFLECTIONS EASY LOCK	13-Mar-07	3,218,654
REYNOWAVE	7-Nov-00	2,402,623
PLASTERRA	15-Dec-09	3,725,957
DEL-PAK	7-Nov-89	1,564,584
INVERTIBLES	8-Dec-09	3,723,182

*U.S. Trademark Applications*

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
REYNOLON PLUS	6-Dec-07	77/345,996
BUTCHER'S CHOICE	13-Jun-08	77/498,747
CATER-TIME	5-Aug-09	77/797,932
GROWER'S SELECT	13-Jun-08	77/498,754
BAKER'S BEST	13-Jun-08	77/498,744
REYFLEX	23-Aug-10	85/113803

REYNOLDS FOOD PACKAGING LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
FLIP N' STACK	17-Mar-09	3,592,216
TAKEAWAY GOURMET	10-Mar-09	3,588,446

*U.S. Trademark Applications*

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
TERRASMART	27-Nov-07	77/337,642

ULTRA PAC, INC.

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ULTRA PAC	2-Dec-97	2,117,754
ULTRA PAC	31-Aug-99	2,273,796
CHICKEN COUPE	13-Oct-98	2,196,677
ULTRALITE BAKEABLES	26-Sep-95	1,922,089
PETEWICH	14-Feb-95	1,878,674
SNACK CLAM	14-Jun-94	1,839,975
SHO-BOWLS	17-Dec-91	1,668,553