

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
Kapak Company LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1642051	E-Z ZIP	
Registration Number:	1621182	RIP-STRIP	
Registration Number:	1625960	STANDPAK	
Registration Number:	1623731	KAPAK	
Registration Number:	3410160	SHAKERPAK	
Registration Number:	2368965	E Z ZIP RESEALABLE PACKAGING	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
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TRADEMARK

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REEL: 004292 FRAME: 0471

ATTORNEY DOCKET NUMBER:	36084-35670
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	10/07/2010
<p>Total Attachments: 5 source=CGSI TM Kapak#page1.tif source=CGSI TM Kapak#page2.tif source=CGSI TM Kapak#page3.tif source=CGSI TM Kapak#page4.tif source=CGSI TM Kapak#page5.tif</p>	

EXECUTION COPY

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of September 30, 2010 by and from KAPAK COMPANY LLC, a Delaware limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., ("Grantee") for itself and as Collateral Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Ampac Holdings, LLC (the "Borrower"), the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated September 30, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated September 30, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor, certain Subsidiaries of the Borrower and Grantee have entered into an Amended and Restated Pledge and Security Agreement dated September 30, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date

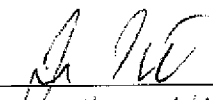
hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

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Confirmatory Grant of Security Interest
Kapak Company LLC
JPMorgan Chase Bank, N.A.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

KAPAK COMPANY LLC

By: 
Name: Jon Hill
Title: CEO

Confirmatory Grant of Security Interest
Kapak Company LLC
JPMorgan Chase Bank, N.A.

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARK
Exhibit A - SCHEDULE OF TRADEMARKS

Exhibit A

TRADEMARK
REEL: 004292 FRAME: 0476

Trademark Name:	Status	Application No:	Filing Date:	Registration No:	Reg. Date:	Current Assignee
E-Z ZIP	Registered	<u>74/031,170</u>	21-Feb-1990	1,642,051	23-Apr-1991	Kapak Company, LLC
RIP-STRIP	Registered	<u>74/021,376</u>	22-Jan-1990	1,621,182	06-Nov-1990	Kapak Company, LLC
STANDPAK	Registered	<u>74/031,091</u>	21-Feb-1990	1,625,960	04-Dec-1990	Kapak Company, LLC
KAPAK	Registered	<u>74/021,490</u>	22-Jan-1990	1,623,731	20-Nov-1990	Kapak Company, LLC
SHAKERPAK	Registered	<u>77/174,675</u>	07-May-2007	3,410,160	08-Apr-2008	Kapak Company, LLC
E-Z ZIP Resealable Packaging & Design	Registered	<u>75/117,822</u>	12-Jun-1996	2368965	18-Jul-2000	Kapak Company, LLC