

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
BagcraftPapercon IV, LLC		10/01/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1854174	ECOPAC	
Registration Number:	0309329	KITCHEN CHARM	
CORRESPONDENCE DATA			
Fax Number:	(617)235-9493		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 596 9478		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Inna Barmash		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	KOLC-038-020		
NAME OF SUBMITTER:	Inna Barmash		
Signature:	/Inna Barmash/		

CH \$65.00 1854174

Date:

10/08/2010

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 1, 2010 by BAGRCRAFTPAPERCON IV, LLC (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 9, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Term Security Agreement") among PACKAGING DYNAMICS CORPORATION, a Delaware corporation ("Packaging"), KIPB HOLDINGS, INC., a Delaware corporation ("Holdings"), CERTAIN SUBSIDIARIES OF HOLDINGS FROM TIME TO TIME PARTY THERETO, and DEUTSCHE BANK TRUST COMPANY AMERICAS ("DBTCA") as Term Collateral Agent, (together with its permitted successors in such capacity, the "Term Collateral Agent") under the Credit and Guaranty Agreement, dated as of June 9, 2006 among Packaging, Holdings, certain subsidiaries of Holdings, the Lenders party thereto from time to time, DEUTSCHE BANK SECURITIES INC. and JEFFERIES FINANCE LLC, as Joint Lead Arrangers and Joint Book Running Managers, JEFFERIES & COMPANY, INC., as Syndication Agent, and DBTCA, as the Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement").

The Grantor is required to execute and deliver to the Term Collateral Agent this Grant of Security Interest in Trademarks for the benefit of the holders of the First Priority Lien Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Security Agreement, and, if not therein defined, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

a. The Grantor hereby grants to the Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

i. all United States federal and state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

ii. the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

iii. all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

iv. any and all agreements granting any right in, to or under Trademarks to which the Grantor is a party (whether such Grantor is a licensee or a licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time); and

v. to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Grant of Security Interest in Trademarks are granted in conjunction with the security interests granted to the Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, on behalf of itself and the other Secured Parties, pursuant to the Term Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Term Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Grant of Security Interest in Trademarks is deemed to conflict with the Term Security Agreement, the provisions of the Term Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks conform all subsequent signature pages to be executed and delivered by its duly authorized officer as of the date first set forth above.

BAC CRAFT PAPER CON IV, LLC

[Handwritten Signature]

By: _____
Name: Patrick T. Chambliss
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois

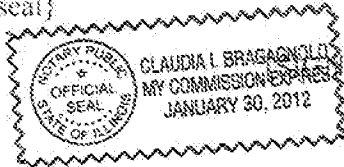
ss.

COUNTY OF Cook

On this 10th day of Dec, 2010 before me personally appeared Patrick T. Chambliss, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Handwritten Signature]
Notary Public

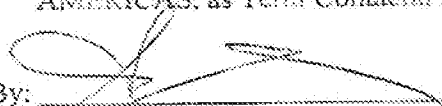
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SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Term Collateral Agent

By: 
Name: Erin Morrissey
Title: Vice President

By: 
Name: Scottye Lindsey
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

Trademark	Country	Status	Registration Number
ECOPAC	USA	Registered	1,854,174
KITCHEN CHARM	USA	Registered	309,329