

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> | | |
| 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/ | | |
| Date: | 10/08/2010 | | |

CH \$65.00 1854174

900173523

TRADEMARK
REEL: 004293 FRAME: 0178

Total Attachments: 5

source=Security Agreement 2nd lien#page1.tif

source=Security Agreement 2nd lien#page2.tif

source=Security Agreement 2nd lien#page3.tif

source=Security Agreement 2nd lien#page4.tif

source=Security Agreement 2nd lien#page5.tif

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 Revolving Collateral Agent, for the benefit of the holders of the Second 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 "Revolving 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 Revolving Collateral Agent, (together with its permitted successors in such capacity, the "Revolving Collateral Agent") under the Revolving 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, LASALLE BANK NATIONAL ASSOCIATION and BANK OF AMERICA, N.A., as Co-Documentation Agents, 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 "Revolving Credit Agreement").

The Grantor is required to execute and deliver to the Revolving Collateral Agent this Grant of Security Interest in Trademarks for the benefit of the holders of the Second Priority Lien Obligations (as defined in the Revolving 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 Pledge and Security Agreement, and, if not therein defined, in the Revolving Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

a. The Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the holders of the Second 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 Revolving Collateral Agent, for the benefit of the holders of the Second Priority Lien Obligations, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and 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.

BAGCRAFTPAPERCON IV, LLC

By: 

Name: Patrick T. Chambliss
Title: Chief Financial Officer

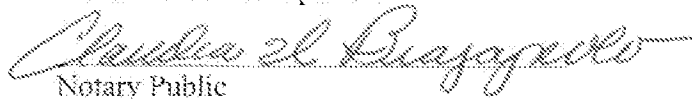
ACKNOWLEDGMENT OF GRANTOR

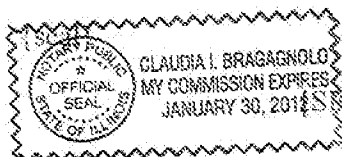
STATE OF Illinois

COUNTY OF Cook

ss.

On this 17 day of Oct, 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.

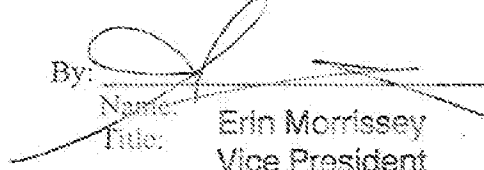

Notary Public



[SIGNATURES CONTINUED ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Revolving 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 |