

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
Thilmany, LLC		02/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Notes Collateral Agent
Street Address:	209 South LaSalle Street, 300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Association: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3193847	NICOLET
Registration Number:	3185437	XKL
Registration Number:	2127153	HI-FORM
Registration Number:	903027	N
Registration Number:	828585	THILMANY
Registration Number:	2811875	STEEL SHIELD
Registration Number:	2236058	GREASE-GARD

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 614-280-3303
 Email: Michael.Violet@wolterskluwer.com
 Correspondent Name: Michael Violet
 Address Line 1: 4400 Easton Commons Way, Suite 125

OP \$190.00 3193847

Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	02/07/2011

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of February 1, 2011, by THILMANY, LLC (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations.

W I T N E S S E T H :

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Notes Security Agreement") among PACKAGING DYNAMICS CORPORATION, a Delaware corporation, the Grantors from time to time party thereto, and U.S. BANK NATIONAL ASSOCIATION as Secured Notes Collateral Agent.

Grantor is required to execute and deliver to the Secured Notes Collateral Agent this Trademark Security Agreement for the benefit of the holders of the Secured Obligations.

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, 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 Notes Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Trademarks (collectively, the "Trademark Collateral"), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.

3. NOTES SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation of the security interests granted to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Secured Parties, pursuant to the Notes Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes 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 Trademark Security Agreement is deemed to conflict with the Notes Security Agreement, the provisions of the Notes 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THILMANY, LLC



By: _____

Name: Patrick T. Chambliss
Title: Vice President, Chief Financial Officer, and Secretary

ACKNOWLEDGMENT OF GRANTOR

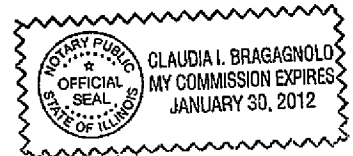
STATE OF Illinois
COUNTY OF Cook) ss.

On this 28 day of Jan 2011 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 limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

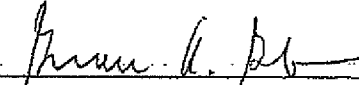
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[SIGNATURES CONTINUED ON NEXT PAGE]




ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as
Notes Collateral Agent

By: 
Name: Grace A. Gorla
Title: Vice President, Corporate Trust
Services

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	<u>Appl No</u>	<u>Appl Date</u>	<u>Reg No</u>	<u>Reg Date</u>
NICOLET	REGISTERED	THILMANY, LLC	78831137	7-Mar-06	3193847	January 2, 2007
XKL	REGISTERED	THILMANY LLC	78221195	4-Mar-03	3185437	December 19, 2006
HI-FORM	RENEWED (REGISTERED)	THILMANY LLC	75215858	19-Dec-96	2127153	January 6, 1998
	RENEWED (REGISTERED)	THILMANY LLC	72359062	7-May-70	903027	November 24, 1970
THILMANY	RENEWED (REGISTERED)	THILMANY LLC	72235730	3-Jan-66	828585	May 9, 1967
STEEL SHIELD	REGISTERED	THILMANY LLC	78188520	25-Nov-02	2811875	February 3, 2004
GREASE-GARD	RENEWED (REGISTERED)	THILMANY LLC	75186642	24-Oct-96	2236058	March 30, 1999