

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 III, LLC		02/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Revolving Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1270747	PAPERCON	
CORRESPONDENCE DATA			
Fax Number:	(800)516-6304		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	614-280-3303		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Sakina Karkat		
Signature:	/Sakina Karkat/		
Date:	02/10/2011		

OP \$40.00 1270747

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 BAGCRAFTPAPERCON III, LLC (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement (referenced below).

W I T N E S S E T H :

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of February 1, 2011, by and among Grantor, certain of Grantor's affiliates, and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "Revolving Security Agreement");

WHEREAS, Grantor is required to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the Revolving Secured Parties.

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 Revolving Security Agreement.
2. **GRANT OF SECURITY INTEREST.** Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, 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. **REVOLVING SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation of, the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. 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 Revolving 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 Revolving Security Agreement, the provisions of the Revolving 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.

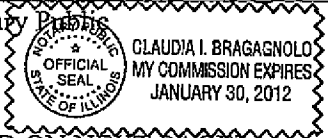
BAGCRAFTPAPERCON III, LLC

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF *Illinois*
)
COUNTY OF *Coos*), ss.

On this *22* day of *June*, 20*11* before me personally appeared *Patrick T. Chambliss* who 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 Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Claudia I. Bragagnolo
Notary Public


{seal}

[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: Enrique Landacta
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<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>
PAPERCON	RENEWED (REGISTERED)	BAGCRAFTPAPERCON III, LLC	73408478	7-Jan-83	1270747	March 20, 1984