TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THARCO CONTAINERS, INC.		03/01/2011	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS CREDIT PARTNERS L.P., AS COLLATERAL AGENT
Street Address:	30 Hudson Street, 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	FOREIGN LIMITED PARTNERSHIP: BERMUDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1725543	THARCO DEPENDABILITY-QUALITY-SERVICE
Registration Number:	2062933	T-LAM

OP $65.00 1725543

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038611-0051
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	03/28/2011

Total Attachments: 5
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BOISE PAPER HOLDINGS, L.L.C.
TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

This TRADEMARK SECURITY AGREEMENT (FIRST LIEN), dated as of March 1, 2011 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and among (i) THARCO PACKAGING, INC., a Delaware Corporation, (ii) THARCO CONTAINERS, INC., a Colorado Corporation, (iii) THARCO CONTAINERS TEXAS, INC., a Delaware Corporation, and (iv) DESIGN PACKAGING, INC., a Georgia Corporation (each, "Grantor"), and GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

Reference is made to the Pledge and Security Agreement (First Lien) dated as of February 22, 2008 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), between each of the Grantors and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit and GuarantyAgreement dated as of February 22, 2008 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) by and among each of the Grantors, the Lenders and Goldman Sachs Credit Partners L.P., as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Trademark Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a lien and security interest in and to all of such Grantor's right, title and interest in, to and under the following assets and properties, whether now owned or at any time hereafter created or acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest, but not including any Excluded Assets (collectively, the "Trademark Collateral"):

(a) all of its registered and unregistered, common law, state, United States, multinational, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, now and hereinafter due and/or payable thereunder, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including, but not limited to the registrations and applications referred to in Schedule I attached hereto (as such schedule may be amended or supplemented from time to time).

SECTION 3. Supplement to the Security Agreement. The security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are granted in furtherance of, and not in

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limitation of or expansion of, the security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement and the rights and obligations of the parties hereto. Each party hereto hereby acknowledges and affirms that the rights and remedies of each other party hereto with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Intentionally Omitted.

SECTION 5. Termination. This Trademark Security Agreement is made to secure the satisfactory payment and performance of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Trademark Security Agreement suitable for filing with any office or agency in which the Collateral Agent has filed this, or a similar, instrument. Additionally, upon such satisfactory payment, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 6. Counterparts. This Trademark Security 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.

SECTION 7. Miscellaneous. The provisions of Section 13 of the Security Agreement are hereby incorporated by reference, *mutatis mutandis*.

[Signatures on following pages]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date above first written.

THARCO PACKAGING, INC.,
as Grantor

By: _____

Name: Samuel K. Cotterell
Title: Senior Vice President,
Chief Financial Officer

THARCO CONTAINERS, INC.,
as Grantor

By: _____

Name: Samuel K. Cotterell
Title: Senior Vice President,
Chief Financial Officer

THARCO CONTAINERS TEXAS, INC.,
as Grantor

By: _____

Name: Samuel K. Cotterell
Title: Senior Vice President
Chief Financial Officer

DESIGN PACKAGING, INC.,
as Grantor

By: _____

Name: Samuel K. Cotterell
Title: Senior Vice President
Chief Financial Officer

Address for Notices:

c/o Boise Paper Holdings, L.L.C.
1111 W. Jefferson St.
Boise, ID 83702
Attention: General Counsel
Fax: 208-384-7945

with a copy to:

c/o Boise Paper Holdings, L.L.C.
1111 W. Jefferson St.
Boise, ID 83702
Attention: Controller
Fax: 208-384-7945

(Collateral Agent Signature Page follows)

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ACKNOWLEDGED AND ACCEPTED, as of the date above first written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: _____

Name: Shane David Dieter

Title: Vice President

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Schedule I: Trademarks and Trademark Applications:
Material Names and Unregistered Trademarks

Owned by Tharco Containers, Inc., formerly known as Tharco Containers Colorado, Inc.:

1. U.S. Trademark Reg. No. 1725543 for THARCO – DEPENDABILITY – QUALITY – SERVICE & Design, registered October 20, 1992.

2. U.S. Trademark Reg. No. 2062933 for T-LAM, registered May 20, 1997.

Owned by Design Packaging, Inc.:

1. U.S. Trademark Registration No. 2432225 for SPEEDY SHIPPER, registered February 27, 2001.

2. U.S. Trademark Registration No. 2691225 for ECOLOCK BY WHY WRAP? ECOLOGY ECONOMY, registered February 25, 2003.

3. U.S. Trademark Registration No. 1784095 for WHY WRAP?, registered July 27, 1993.

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