

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GRAHAM PACKAGING LC, L.P.		09/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REYNOLDS GROUP HOLDINGS INC.		
<b>Street Address:</b>	6641 WEST BROAD STREET		
<b>City:</b>	RICHMOND		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23230		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3810790	THERMASET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
<b>Phone:</b>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	37354		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>Signature:</b>	/pja/		

OP \$40.00 3810790

Date:

09/21/2011

**Total Attachments: 6**

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## EXECUTION VERSION

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of September 8, 2011 (this "Agreement"), between Graham Packaging LC, L.P., a Delaware limited partnership having a principal place of business at 2401 Pleasant Valley Road, York, Pennsylvania 17402 (the "Assignor") and Reynolds Group Holdings Inc., a Delaware corporation having a principal place of business at Level 9, 148 Quay Street, Auckland 1010, New Zealand (the "Lender").

Reference is made to (a) the Security Agreement dated as of September 8, 2011 (as modified, supplemented or amended from time to time, the "Security Agreement"), among Graham Packaging Holdings Company, a Pennsylvania limited partnership, certain of its Subsidiaries from time to time party thereto and the Lender and (b) the Intercompany Loan Agreement dated as of September 8, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among GPC Capital Corp. I, a Delaware corporation, Graham Packaging Company, L.P., a Delaware limited partnership (together with GPC Capital Corp. I, the "Borrowers"), and the Lender. The Lender has agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Loan Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Security Agreement and the Loan Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for all of the Obligations now or hereafter owed or to be performed by Assignor, Assignor hereby grants to the Lender a continuing security interest in all of Assignor's right, title and interest in, to and under all of the Marks of Assignor (including those listed on Schedule I hereto) or in which Assignor has any rights, in each case whether now existing or hereafter from time to time during the term of the Security Agreement acquired.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Security Agreement.

SECTION 4. Security Agreement. The Assignor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Marks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRAHAM PACKAGING LC, L.P.

By: 

Name: Helen D. Golding

Title: Assistant Secretary

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[Signature Page to the Trademark Security Agreement – Graham Packaging LC, L.P.]

**TRADEMARK**  
**REEL: 004630 FRAME: 0727**

REYNOLDS GROUP HOLDINGS INC., as  
Lender

By: 

Name: Helen D. Golding

Title: Secretary

[Signature Page to the Trademark Security Agreement – Graham Packaging LC, L.P.]

**TRADEMARK**  
**REEL: 004630 FRAME: 0728**

Schedule I

*Trademark Registrations*

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THERMASET	77/877,670	11/20/2009	3,810,790	6/29/2010