

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GRAHAM PACKAGING COMPANY, L.P.		09/08/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	REYNOLDS GROUP HOLDINGS INC.
Street Address:	6641 WEST BROAD STREET
City:	RICHMOND
State/Country:	VIRGINIA
Postal Code:	23230
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3181297	FLEXATUBE
Registration Number:	999674	G
Registration Number:	2036459	G
Registration Number:	1726798	BOTTLES-TO-BOTTLES RECYCLING
Registration Number:	2936711	MONOSORB
Registration Number:	3632387	ESCAPE
Registration Number:	3708311	G-LITE
Registration Number:	3863196	GRAHAM PACKAGING

CORRESPONDENCE DATA

Fax Number: (866)826-5420
 Phone: 301-638-0511
 Email: ipresearchplus@comcast.net
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

900203048

**TRADEMARK
 REEL: 004630 FRAME: 0730**

OP \$215.00 3181297

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37355
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
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 Company, 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, the Assignor (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.

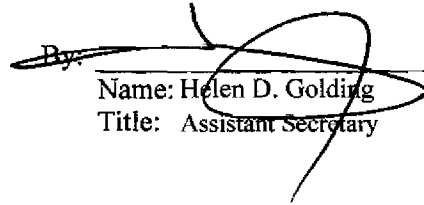
SECTION 4. Security Agreement. The Assignor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Marks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.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

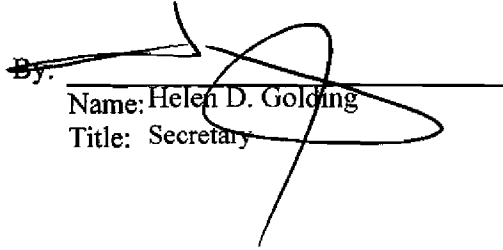
GRAHAM PACKAGING COMPANY,
L.P.

By: 
Name: Helen D. Golding
Title: Assistant Secretary

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

TRADEMARK
REEL: 004630 FRAME: 0734

REYNOLDS GROUP HOLDINGS INC., as
Lender

By: 
Name: Helen D. Golding
Title: Secretary

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

TRADEMARK
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Schedule I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
FLEXATUBE	76/517,080	5/27/2003	3,181,297	12/5/2006
"G" Stylized in a rectangle	73/016,114	3/18/1974	999,674	12/17/1974
"G" Stylized	74/660,362	4/12/1995	2,036,459	2/11/1997
BOTTLES-TO-BOTTLES RECYCLING & Design	74/051,150	4/20/1990	1,726,798	10/27/1992
MONOSORB	76/507,727	4/18/2003	2,936,711	3/29/2005
ESCAPE	77/354,750	12/18/2007	3,632,387	6/2/2009
G-LITE	77/714,513	4/15/2009	3,708,311	11/10/2009
GRAHAM PACKAGING	77/926,666	2/3/2010	3,863,196	10/19/2010