

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
D&W Fine Pack Acquisition LLC		11/30/2011	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	230 West Monroe
Internal Address:	Suite 2900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3031459	BAKE KING
Registration Number:	3215087	CATERKING
Registration Number:	3001051	CM PACKAGING
Registration Number:	3880305	ECO KING
Registration Number:	3163769	SILMAX
Registration Number:	3067427	SURE-BAKE

CORRESPONDENCE DATA

Fax Number: (312)698-2710
 Email: rebecca.lederhouse@bakermckenzie.com,
 colleen.brennan@bakermckenzie.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Rebecca Lederhouse
 Address Line 1: 130 East Randolph Drive

CH \$165.00 3031459

Address Line 2: One Prudential Plaza, Suite 3500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22197693-000005
NAME OF SUBMITTER:	Rebecca Lederhouse
Signature:	/rebecca lederhouse/
Date:	12/07/2011

Total Attachments: 5
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THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2011, is made by D&W Fine Pack Acquisition LLC, as grantor (the "Grantor"), in favor of Wells Fargo Bank, National Association, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below, and together with the Agent, the "Secured Parties").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of November 30, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among D&W Fine Pack, LLC, a Delaware limited liability company, D&W Fine Pack Holdings, LLC, a Delaware limited liability company, and D&W Fine Pack Canada Inc., an Ontario, Canada corporation, collectively as borrower; the Agent; Wells Fargo Securities, LLC as sole lead arranger and sole bookrunner; US Bank National Association as syndication agent; and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower (as such term is defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Guaranty Agreement dated as of the date hereof (the "Guaranty Agreement"), Grantor has agreed to guaranty the Guaranteed Obligations (as such term is defined in the Guaranty Agreement); and

WHEREAS, the Grantor is a party to that certain Collateral Agreement dated as of the date hereof pursuant to which the Grantor has granted to Agent a security interest in the Collateral (as such term is defined in the Collateral Agreement) and in connection with which, Grantor is entering into this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by such Grantor of any right under any Trademark (the "Licenses"), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and the Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the 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.

Very truly yours,

D&W FINE PACK ACQUISITION L.L.C,
as Grantor

By: 
Name: Donald F. Piazza
Title: Chairman

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004674 FRAME: 0108

IN WITNESS WHEREOF, the 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.

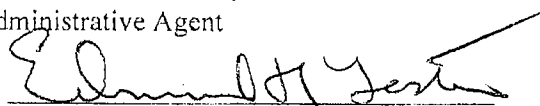
Very truly yours,

D&W FINE PACK ACQUISITION LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Edmund H. Lester
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004674 FRAME: 0109

SCHEDULE 1

Mark	Reg. No.	Reg. Date
BAKE KING	3031459	December 20, 2005
CATERKING	3215087	March 6, 2007
CM PACKAGING	3001051	September 27, 2005
ECO KING	3880305	November 23, 2010
SILMAX	3163769	October 24, 2006
SURE-BAKE	3067427	March 14, 2006