

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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06/10/2011
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to IP Security Agreement recorded on Reel/Frame 003899/0571		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orange County Container Group LLC		03/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Banking Association: US		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3073389	PAPERLOGIC	
Registration Number:	2738356	TEXBAKE	
Registration Number:	2727845	TEXCOAT	
Registration Number:	2727898	TEXGUARD	
Registration Number:	2744014	TRIBAR	
CORRESPONDENCE DATA			
Fax Number:	(214)745-5370		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147455370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Janie Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 50784		
Address Line 4:	Dallas, TEXAS 75250-0784		
ATTORNEY DOCKET NUMBER:	25690 700		

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NAME OF SUBMITTER:	Janie Muennink
Signature:	/Janie Muennink/
Date:	06/10/2011
<p>Total Attachments: 12</p> <p>source=25690 700 1st amd to security agreement#page1.tif</p> <p>source=25690 700 1st amd to security agreement#page2.tif</p> <p>source=25690 700 1st amd to security agreement#page3.tif</p> <p>source=25690 700 1st amd to security agreement#page4.tif</p> <p>source=25690 700 1st amd to security agreement#page5.tif</p> <p>source=25690 700 1st amd to security agreement#page6.tif</p> <p>source=25690 700 1st amd to security agreement#page7.tif</p> <p>source=25690 700 1st amd to security agreement#page8.tif</p> <p>source=25690 700 1st amd to security agreement#page9.tif</p> <p>source=25690 700 1st amd to security agreement#page10.tif</p> <p>source=25690 700 1st amd to security agreement#page11.tif</p> <p>source=25690 700 1st amd to security agreement#page12.tif</p>	

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "First Amendment"), dated as of March 31, 2011, is entered into among ORANGE COUNTY CONTAINER GROUP LLC, a Delaware limited liability company (the "Grantor"), and BANK OF AMERICA, N.A., in its capacity as Administrative Agent (as defined in the Amended and Restated Credit Agreement described below), for the benefit of each Secured Creditor (Administrative Agent in such capacity, "Secured Party").

BACKGROUND

A. As of the Closing Date (as defined in the Amended and Restated Credit Agreement defined below), Bank of America, N.A., as Administrative Agent, the Lenders party thereto, and OCC Group, LLC, a California limited liability company, and Grantor, entered into the First Amended and Restated Credit Agreement (such agreement, together with all amendments, restatements and other modifications thereto, the "Amended and Restated Credit Agreement").

B. The Grantor and the Secured Party are parties to that certain Intellectual Property Security Agreement, dated as of November 14, 2008 (the "IP Security Agreement"). The terms defined in the IP Security Agreement and not otherwise defined herein shall be used herein as defined in the IP Security Agreement.

C. The Grantor and the Secured Party hereby agree to amend the IP Security Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, the Grantor and the Secured Party covenant and agree as follows:

1. AMENDMENTS.

(a) Effective as of the Closing Date:

(i) The first sentence of the first recital of the IP Security Agreement is hereby amended and restated in its entirety as follows:

"Bank of America, N.A., as Administrative Agent, the Lenders party thereto from time to time, and Orange County Container Group LLC, a Delaware limited liability company ("OCCG"), and OCC Group, LLC, a California limited liability company ("OCC" and together with OCCG, collectively, the "Borrowers"), entered into the Credit Agreement dated as of November 14, 2008 (such agreement, as amended and restated by that certain First Amended and Restated Credit Agreement dated as of March 31, 2011 among Bank of America, N.A., as Administrative Agent, the Lenders party thereto from time to time, and OCCG and OCC as borrowers thereunder, and

together with all amendments, restatements and other modifications thereto, the "*Credit Agreement*").

(b) For clarification purposes, effective as of the Closing Date, all references to the Credit Agreement in the IP Security Agreement shall be deemed to refer to the Amended and Restated Credit Agreement.

(c) Effective as of the Closing Date, all of the Schedules to the IP Security Agreement are hereby amended and restated in their entirety to be in the form of the Schedules to this First Amendment.

2. REPRESENTATIONS AND WARRANTIES TRUE; NO DEFAULT. By its execution and delivery hereof, the Grantor represents and warrants that, as of the date hereof:

(a) the representations and warranties of the Grantor contained in the IP Security Agreement and the other Loan Documents are true and correct in all material respects (except that any representation or warranty that is qualified as to "materiality" or "Material Adverse Effect" is true and correct in all respects) on and as of the date hereof as made on and as of such date;

(b) no event has occurred and is continuing which constitutes a Default or an Event of Default;

(c) (i) the Grantor has full power and authority to execute and deliver this First Amendment, (ii) this First Amendment has been duly executed and delivered by the Grantor, and (iii) this First Amendment and the IP Security Agreement, as amended hereby, constitute the legal, valid and binding obligations of the Grantor, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable Debtor Relief Laws and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and except as rights to indemnity may be limited by federal or state securities laws;

(d) neither the execution, delivery and performance of this First Amendment or the IP Security Agreement, as amended hereby, nor the consummation of any transactions contemplated herein or therein, will conflict with any Law or Organization Documents of the Grantor, or any indenture, agreement or other instrument to which the Grantor or its properties are subject; and

(e) no authorization, approval, consent, or other action by, notice to, or filing with, any governmental authority or other Person (including the board of managers of the Grantor) that has not been obtained is required for the execution, delivery or performance by the Grantor of this First Amendment.

3. CONDITIONS TO EFFECTIVENESS. This First Amendment shall be effective upon satisfaction or completion of the following:

(a) the Secured Party shall have received counterparts of this First Amendment executed by the Grantor and the Secured Party;

(b) the Secured Party shall have received, in form and substance satisfactory to the Secured Party and its counsel, such other documents, certificates and instruments as the Secured Party shall reasonably require.

4. REFERENCE TO THE IP SECURITY AGREEMENT.

(a) Upon the effectiveness of this First Amendment, each reference in the IP Security Agreement to "this Agreement", "hereunder", or words of like import shall mean and be a reference to the IP Security Agreement, as affected and amended hereby.

(b) The Grantor hereby confirms its pledges, grants of security interests and other obligations, as applicable, under and subject to the terms of the IP Security Agreement, and agrees that, notwithstanding the effectiveness of the Amended and Restated Credit Agreement, such pledges, grants of security interests and other obligations, and the terms of the IP Security Agreement, are not impaired or affected in any manner whatsoever and shall continue to be in full force and effect and shall also secure all Obligations as amended, affirmed and increased pursuant to the Amended and Restated Credit Agreement. The Grantor acknowledges that (i) the Lenders party to the Amended and Restated Credit Agreement on the date hereof and the other Secured Creditors are "Secured Creditors" for all purposes under the IP Security Agreement and (ii) the Obligations under the Amended and Restated Credit Agreement are "Obligations" under the Amended and Restated Security Agreement.

5. COSTS, EXPENSES AND TAXES. The Grantor agrees to pay on demand all costs and expenses of the Secured Party in connection with the preparation, reproduction, execution and delivery of this First Amendment and the other instruments and documents to be delivered hereunder (including the reasonable fees and out-of-pocket expenses of counsel for the Secured Party with respect thereto).

6. EXECUTION IN COUNTERPARTS. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. For purposes of this First Amendment, a counterpart hereof (or signature page thereto) signed and transmitted by any Person party hereto to the Secured Party (or its counsel) by facsimile machine, telecopier or electronic mail is to be treated as an original. The signature of such Person thereon, for purposes hereof, is to be considered as an original signature, and the counterpart (or signature page thereto) so transmitted is to be considered to have the same binding effect as an original signature on an original document.

7. GOVERNING LAW; BINDING EFFECT. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed entirely within such state, provided that each party shall retain all rights arising under federal law, and shall be binding upon the parties hereto and their respective successors and assigns.

8. HEADINGS. Section headings in this First Amendment are included herein for convenience of reference only and shall not constitute a part of this First Amendment for any other purpose.

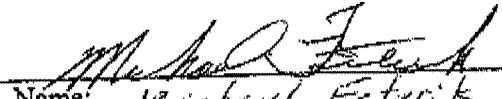
9. ENTIRE AGREEMENT. THE IP SECURITY AGREEMENT, AS AMENDED BY THIS FIRST AMENDMENT, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

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IN WITNESS WHEREOF, this First Amendment is executed as of the date first set forth above.


GRANTOR:

ORANGE COUNTY CONTAINER GROUP
LLC

By: 
Name: Michael Feterik
Title: CEO

SECURED PARTY:**BANK OF AMERICA, N.A., as Secured Party**

By:


Name: ALLISON W. CONNALLY
Title: VICE PRESIDENTFIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, Signature Page – Secured
Party

Schedule A to Intellectual Property Security Agreement

Registered Patents

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Patent No.	Issue Date	Country of Issue
NONE.				

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Patent Applications

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
OCCG	owner	US 61/381,610	September 10, 2010	United States

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Schedule B to the Intellectual Property Security Agreement**Trademark Registration**

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
OCCG	Owner	PAPERLOGIC	3073389	35	providing business-to-business trade information and facilitating e-commerce transactions by the integrated tracking and management of commercial transactions on a global computer network; providing business-to-business product information via the Internet; and inventory management, all in the paper and paperboard manufacturing and converting industries	March 28, 2006	United States
OCCG	Owner	TEXBAKE	2738356	16	coated paper products, namely, recycled paper, corrugated boxes, corrugated cardboard and components thereof, namely, corrugating medium and linerboard	July 15, 2003	United States
OCCG	Owner	TEXCOAT	2727845	16	coated paper products, namely, recycled paper, corrugated boxes, corrugated cardboard and components thereof, namely,	June 17, 2003	United States

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					corrugating medium and linerboard		
OCCG	Owner	TEXGUARD	2727898	16	coated paper products, namely, recycled paper, corrugated boxes, corrugated cardboard and components thereof, namely, corrugating medium and linerboard	June 17, 2003	United States
OCCG	Owner	TRIBAR	2744014	16	coated paper products, namely, recycled paper, corrugated boxes, corrugated cardboard and components thereof, namely, corrugating medium and linerboard	July 29, 2003	United States
OCCG	Owner	PAPERLOGIC	4662326	35	providing business-to-business trade information and facilitating e-commerce transactions by the integrated tracking and management of commercial transactions on a global computer network; providing business-to-business product information via the internet; and inventory management, all in the paper and paperboard manufacturing and converting industries	September 25, 2006	European Community
OCCG	Owner	PAPERLOGIC	937267	35	providing business-to-business trade information and facilitating e-commerce transactions by the integrated tracking and management of commercial	May 31, 2006	Mexico

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