

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		01/27/2012	banking corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Reynolds Packaging LLC		
Street Address:	1900 West Field Court		
Internal Address:	c/o Reynolds Group Holdings Limited		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2157658	REYSHIELD	
Registration Number:	4010464	REYFLEX	
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Benjamin T. Lawson, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	23091-1097		
NAME OF SUBMITTER:	Benjamin T. Lawson		

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Signature:	/Benjamin T. Lawson/
Date:	01/30/2012
Total Attachments: 4 source=Reynolds Trademark Release#page1.tif source=Reynolds Trademark Release#page2.tif source=Reynolds Trademark Release#page3.tif source=Reynolds Trademark Release#page4.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of January 27, 2012, from The Bank of New York Mellon, as collateral agent (the "Collateral Agent") for the Secured Parties, to Reynolds Packaging LLC (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement, dated as of September 1, 2010, among the Collateral Agent, the Grantor, Reynolds Food Packaging LLC, and Ultra Pac, Inc. (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Security Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Collateral Agreement, dated as of November 5, 2009 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), the Grantor assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in the Trademarks, including the Trademarks identified on Schedule I hereto, as further stipulated in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office at Reel 4283, Frame 0851; and

WHEREAS, the Collateral Agent desires to terminate and release the entirety of its Security Interest in the Trademarks in accordance with Section 5.15(c) and (d) of the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Release of Security Interest. The Collateral Agent hereby reassigns, terminates, releases and discharges to the Grantor the Collateral Agent's Security Interest in the Trademarks identified on Schedule I hereto, and any right, title or interest of the Collateral Agent therein shall hereby cease and become void.
2. Further Assurances. The Collateral Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform

Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of the Security Interest.

3. Applicable Law. This Termination and Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of laws provisions.


4. Electronic Delivery. Delivery of an executed page of this Termination and Release by facsimile transmission or other means of electronic transmission (including "pdf") shall be effective as delivery of the Termination and Release signed manually.

* * *

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON,
as Collateral Agent

By: 

Name:

Title: Erika Walker
Vice President

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 004707 FRAME: 0157

SCHEDULE I

Trademarks

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
REYSHIELD	75/186247	23-Oct-96	2,157,658	12-May-98
REYFLEX	85/113803	23-Aug-10	4,010,464	9-Aug-11