

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BlueGrass/CVI Packaging Company, LLC		12/08/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market Street
Internal Address:	CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1364462	CAP-SAC
Registration Number:	2616500	FRESH CATCH
Registration Number:	2569190	FRESH CUTS
Registration Number:	1121443	FRESHGARD
Registration Number:	0749432	FRESH-GARD
Registration Number:	1664118	KITCHEN MASTER
Registration Number:	1012922	KOLD-LOK
Registration Number:	0524760	LOXOL
Registration Number:	2370346	PEEL PAK
Registration Number:	1982563	SONI-LOK
Registration Number:	2189462	SONI-SEAL
Registration Number:	3935469	EZ-PAD
Registration Number:	1949831	THE YARD MASTER

OP \$365.00 1364462

Registration Number:

1939870

TITE-PAK

CORRESPONDENCE DATA

Fax Number: (704)444-8857

Phone: 704-343-2104

Email: twitcher@mcguirewoods.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Terry L. Witcher, Paralegal

Address Line 1: 201 N. Tryon Street, Suite 3000

Address Line 2: McGuireWoods LLP, Attn: Terry L. Witche

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:

Terry L. Witcher

Signature:

/Terry L. Witcher/

Date:

03/20/2012

Total Attachments: 5

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of December 8, 2011, is made by Bluegrass/CVI Packaging Company, LLC, a Delaware limited liability company (the "Granting Party"), in favor of Bank of America, N.A. (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders"), parties to that Credit Agreement, dated as of May 16, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Graphic Packaging International, Inc., a Delaware corporation (the "Borrower"), the Agent, and the Lenders party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrower upon the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Graphic Packaging Corporation, Riverwood Acquisition Sub LLC, GPI Holding Inc., the Borrower and certain of its subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of May 16, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, the Credit Agreement requires the Granting Party, as a new Subsidiary of the Borrower, to become a party to the Guarantee and Collateral Agreement and, in connection therewith, the Granting Party executed and delivered an Assumption Agreement, dated as of December 8, 2011, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Assumption Agreement") to become a parties to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Granting Party has granted to the Agent a security interest in its Intellectual Property, including Trademarks and Trademark Applications; and

WHEREAS, the Granting Party has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to continue to make Loans and other financial accommodations to the Borrower, the direct or indirect parent of each of the Granting Party, pursuant to the Credit Agreement as amended, the Granting Party agrees, for the benefit of the Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings

provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Granting Party hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Granting Party in the ordinary course of its business, it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Granting Party (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Granting Party under or in any Trademarks or Trademark Licenses with Persons other than a Subsidiary of the Borrower for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademarks or Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Granting Party for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Granting Party does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks and Trademark Applications are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BLUEGRASS/CVI PACKAGING COMPANY, LLC

By: 
Name: Steve Hellrung
Title: Vice President

[Signatures Continue on Following Page]

Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks

137355169

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name:
Title:



Matthew S. Hichbom
Assistant Vice President

Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks

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TRADEMARK
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SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	COUNTRY	SERIAL NO.	REGISTRATION NO.
CAP-SAC	US	533,728	1,364,462
FRESH CATCH	US	76-044,074	2,616,500
FRESH CUTS	US	76-043,707	2,569,190
FRESHGARD	US	169,686	1,121,443
FRESH-GARD	US	147,897	749,432
KITCHEN MASTER	US	74-110,013	1,664,118
KOLD-LOK	US	023,993	1,012,922
LOXOL	US	569,578	524,760
PEEL PAK	US	75-627,455	2,370,346
SONI-LOK	US	74-699,769	1,982,563
SONI-SEAL	US	75-362,926	2,189,462
STACK-TITE	US	77-936,264	3,935,469
THE YARD MASTER	US	74-112,925	1,949,831
TITE-PAK	US	74-614,199	1,939,870

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