

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Printpack Illinois, Inc.		11/19/2012	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3897047	AFFINIA	
Registration Number:	4217558	SHOWPACK	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	7043738822		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	704-373-4640		
Email:	bsmith@mcguirewoods.com		
Correspondent Name:	Betty G. Smith, Senior Paralegal		
Address Line 1:	McGuireWoods LLP, 201 N. Tryon St.		
Address Line 2:	Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0511		
NAME OF SUBMITTER:	Betty G. Smith		

OP \$65.00 3897047

Signature:	/Betty G. Smith/
Date:	12/06/2012
<b>Total Attachments: 5</b> source=Printpack Illinois, Inc.-Trademark Security Agreement#page1.tif source=Printpack Illinois, Inc.-Trademark Security Agreement#page2.tif source=Printpack Illinois, Inc.-Trademark Security Agreement#page3.tif source=Printpack Illinois, Inc.-Trademark Security Agreement#page4.tif source=Printpack Illinois, Inc.-Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 19, 2012 by and between PRINTPACK ILLINOIS, INC., an Illinois corporation (the "Grantor"), having its chief executive office at 1400 Abbott Drive, Elgin, Illinois 60123, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd, MAC D1109-019, Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties as defined in that certain Credit Agreement, dated as of January 29, 2010 (as amended by that certain First Amendment dated as of April 29, 2010, as amended by that certain Second Amendment dated as of March 25, 2011, as amended by that certain Third Amendment dated as of May 16, 2012, as amended by that certain Fourth Amendment dated as of November 19, 2012 and as may be further amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Printpack Holdings, Inc., a Delaware corporation, as US Borrower (the "US Borrower"), Empaques Printpack de Mexico, S.A. de C.V., a Mexican corporation, as Mexican Borrower, the lenders who are or may become a party thereto, as Lenders, and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of January 29, 2010 by and among the US Borrower, certain of its Subsidiaries party thereto, including the Grantor, and the Administrative Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark, described on Schedule A;
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark described on Schedule A or (b) injury to the goodwill associated with any Trademark; and
- (iii) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PRINTPACK ILLINOIS, INC., as Grantor

By: *Gray McCalley, Jr.*  
Name: Gray McCalley, Jr.  
Title: Vice President and Secretary

ACKNOWLEDGMENT

STATE OF GEORGIA

COUNTY OF COBB

I, *Rita L. Benfield*, a Notary Public for said County and State, do hereby certify that *Gray McCalley, Jr.* personally appeared before me this day and stated that (s)he is *V. Pres. Secretary* of Printpack Illinois, Inc. and acknowledged, on behalf of Printpack Illinois, Inc., the due execution of the foregoing instrument.

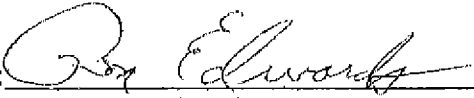
Witness my hand and official seal, this *19<sup>th</sup>* day of November, 2012.

*Rita L. Benfield*  
Notary Public

My commission expires:  
~~NOTARY PUBLIC~~  
~~DOUGLAS COUNTY, STATE OF GEORGIA~~  
~~MY COMMISSION EXPIRES 11-08-14~~

Agreed and Accepted as of the 19<sup>th</sup> day of  
November, 2012

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Name: Ron Edwards

Title: Senior Vice President

Schedule A to Trademark Security Agreement

**TRADEMARKS**

<u>Trademark</u>	<u>Status</u>	<u>Application Number</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
AFFINIA	Registered	85/034,012	05/10/2010	3,897,047	12/28/2010
SHOWPACK	Registered	85/553,132	01/27/2012	4,217,558	10/2/2012