

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keyes Fibre Corporation		07/11/2013	CORPORATION: DELAWARE
Keyes Fibre (U.S.), Inc.		07/11/2013	CORPORATION: DELAWARE
Keyes Fibre Corporation (Canada), Inc.		07/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: CONNECTICUT

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2543876	EURO TRAYS
Registration Number:	0763302	KEYES
Registration Number:	0760487	KEYES
Registration Number:	2671853	KEYES
Registration Number:	0759854	FUL-VUE
Registration Number:	0408909	KYS
Registration Number:	0408864	KYS
Registration Number:	2782255	MARK VI
Registration Number:	1565981	SPRING CUSHION
Registration Number:	2293520	SUPER POCKET
Registration Number:	3690791	THE ORIGINAL GREEN COMPANY
Registration Number:	0768561	FRUITMASTER

OP \$315.00 2543876

TRADEMARK

CORRESPONDENCE DATA

Fax Number:

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

Phone: 212-318-6493

Email: david.adams@thomsonreuters.com

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin Riley
Signature:	/David Adams TR/
Date:	07/15/2013

Total Attachments: 11

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ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Parties

<u>Entity</u>	<u>Jurisdiction of Organization</u>	<u>Type of Entity</u>	<u>Citizenship</u>
Keyes Fibre (U.S.), Inc.	Delaware	Corporation	USA-Delaware
Keyes Fibre Corporation (Canada), Inc.	Delaware	Corporation	USA-Delaware

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 11, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 IP Licenses subject to a security interest hereunder.

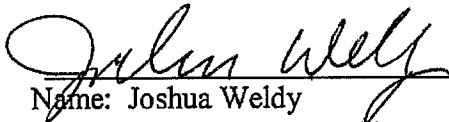
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

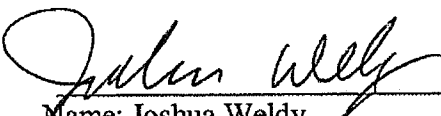
[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

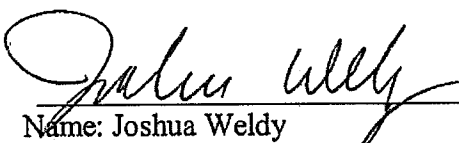
KEYES FIBRE CORPORATION,
as Grantor

By: 
Name: Joshua Weldy
Title: Treasurer, Vice President and
Secretary

KEYES FIBRE (U.S.), INC.,
as Grantor

By: 
Name: Joshua Weldy
Title: Treasurer, Vice President and
Secretary

**KEYES FIBRE CORPORATION (CANADA),
INC.,**
as Grantor

By: 
Name: Joshua Weldy
Title: Treasurer, Vice President and
Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005069 FRAME: 0353

ACKNOWLEDGED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Jennifer Pricco*
Name: Jennifer Pricco
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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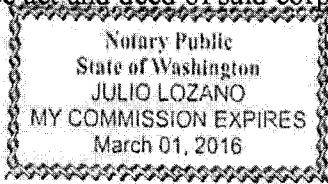
ACKNOWLEDGMENT OF GRANTOR

State of Washington)

ss.

County of Chelan)

On this 10th day of July, 2013 before me personally appeared Joshua Weldy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Keyes Fibre Corporation**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Julio Lozano
Notary Public

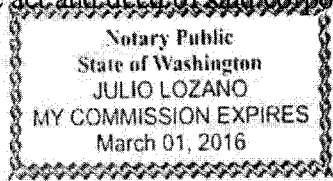
ACKNOWLEDGMENT OF GRANTOR

State of Washington)

County of Chelan)

ss.

On this 10th day of July, 2013 before me personally appeared Joshua Weldy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Keyes Fibre (U.S.), Inc.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Julio Lozano
Notary Public

ACKNOWLEDGMENT OF GRANTOR

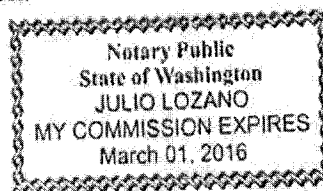
State of Washington)

ss.

County of Chelan)

On this th10 day of July, 2013 before me personally appeared Joshua Weldy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Keyes Fibre Corporation (Canada), Inc.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Julio Lozano
Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Title	Jurisdiction	Registration/Application Number and Date
Keyes Fibre Corporation	EURO TRAYS	U.S.	U.S. Reg. No. 2,543,876, registered March 5, 2002
Keyes Fibre Corporation	KEYES	U.S.	U.S. Reg. No. 763,302, registered January 21, 1964
Keyes Fibre Corporation	KEYES	U.S.	U.S. Reg. No. 760,487, registered November 26, 1963
Keyes Fibre Corporation	KEYES & design	U.S.	U.S. Reg. No. 2,671,853, registered January 7, 2003
Keyes Fibre Corporation	FUL-VUE	U.S.	U.S. Reg. No. 759,854, November 12, 1963
Keyes Fibre Corporation	KYS	U.S.	U.S. Reg. No. 408, 909, registered September 5, 1944
Keyes Fibre Corporation	KYS & design	U.S.	U.S. Reg. No. 408,864, registered August 29, 1944
Keyes Fibre Corporation	MARK VI	U.S.	U.S. Reg. No. 2,782,255, registered November 11, 2003
Keyes Fibre Corporation	SPRING CUSHION	U.S.	U.S. Reg. No. 1,565,981, registered November 14, 1989
Keyes Fibre Corporation	SUPER POCKET	U.S.	U.S. Reg. No. 2,293,520, registered November 16, 1999
Keyes Fibre Corporation	THE ORIGINAL GREEN COMPANY	U.S.	U.S. Reg. No. 3,690,791, registered September 29, 2009
Keyes Fibre Corporation	KYS	Mexico	Reg. No. 817,209, filed August 8, 2002
Keyes Fibre (U.S.), Inc.	FRUITMASTER	U.S.	U.S. Reg. No. 0768561, registered April 28, 1964

Keyes Fibre Corporation (Canada), Inc.	GREENFORTRESS & DESIGN	Canada	TMA592,174, registered October 14, 2003
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