

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, London Branch, as Security Agent		07/24/2013	Bank: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Smurfit Kappa Orange County LLC
Street Address:	13400 E. Nelson Avenue
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91746
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2738356	TEXBAKE
Registration Number:	2727845	TEXCOAT
Registration Number:	2727898	TEXGUARD
Registration Number:	2744014	TRIBAR

CORRESPONDENCE DATA

Fax Number: 2128594000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-859-8000
 Email: teas@ffhsj.com,henry.lebowitz@friedfrank.com
 Correspondent Name: Henry Lebowitz
 Address Line 1: One New York Plaza
 Address Line 2: Fried Frank LLP
 Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	33194-11 LEBOWITZ
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NAME OF SUBMITTER:	Henry Lebowtiz
Signature:	/HCL/
Date:	07/24/2013
Total Attachments: 4 source=Smurfit - Trademark Release#page1.tif source=Smurfit - Trademark Release#page2.tif source=Smurfit - Trademark Release#page3.tif source=Smurfit - Trademark Release#page4.tif	

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This Termination of Trademark Security Agreement (this "Termination"), dated as of July ²⁴, 2013, is made by Deutsche Bank AG, London Branch, as Security Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent"), in favor of Smurfit Kappa Orange County LLC (formerly known as Orange County Container Group LLC), a Delaware limited liability company (the "Grantor"). All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of December 21, 2012, by and among the Agent, the Grantor and other Grantors named therein and the Secured Parties (as amended, restated, modified, supplemented, or otherwise modified from time to time, the "Pledge and Security Agreement"), the Grantor entered into that certain Trademark Security Agreement, dated as of December 21, 2012 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Grantor granted to the Agent for the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in the Trademark Collateral, wherever located and whether then owned or at any time thereafter acquired by such Grantor or in which the Grantor then had or at any time in the future thereafter acquired any right, title or interest, including the trademarks listed on Schedule A, subject to the terms and conditions of the Pledge and Security Agreement;

WHEREAS, the Trademark Security Agreement was duly filed and recorded with the United States Patent and Trademark Office on January 18, 2013 at reel/frame 4945/0903; and

WHEREAS, the Agent wishes to release, discharge, relinquish, terminate and dissolve its security interest in all of Grantor's right, title and interest in the Trademark Collateral, including without limitation the trademarks listed on Schedule A;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Agent agrees as follows:

1. The Agent hereby irrevocably releases, discharges, relinquishes, terminates and dissolves its security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral, including without limitation the trademarks listed on Schedule A, and reassigns and transfers any right, title and interest that the Agent may have in the Trademark Collateral, including without limitation the trademarks listed on Schedule A.

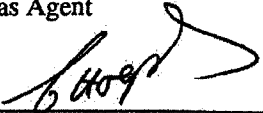
2. The Agent hereby authorizes Grantor or Grantor's authorized representative to record this Termination with the United States Patent and Trademark Office and/or otherwise record or file this Termination in the applicable governmental office or agency. The Agent further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably request (at Grantor's sole cost and expense) in order to confirm this Termination.

3. THIS TERMINATION SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

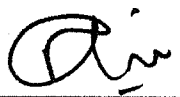
[signature page follows]

IN WITNESS WHEREOF, this Termination is duly executed by the Agent in favor of the Grantor by and through the Agent's authorized officers as of the date first written above.

DEUTSCHE BANK AG, LONDON BRANCH,
in its capacity as Agent

By:  _____

Name: **Craig Hoepfl**
Title: **Vice President**

By:  _____

Name: **Rajeev Thakeria**
Title: **Vice President**

[Signature Page to Patent Release]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Application/ Registration No.</u>
Canadian Registered Trademark for PAPERLOGIC	September 22, 2005	TMA750047
Chinese Registered Trademark for PAPERLOGIC		4924560
European Community Registered Trademark for PAPERLOGIC	September 9, 2005	4662326
U.S. Registered Trademark for TEXBAKE	Sep. 20, 2001	2738356
U.S. Registered Trademark for TEXCOAT	May 02, 2001	2727845
U.S. Registered Trademark for TEXGUARD	Jul. 06, 2001	2727898
U.S. Registered Trademark for TRIBAR	Sep. 20, 2001	2744014