

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PKDY Acquisition, LLC		04/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	190 South LaSalle Street		
Internal Address:	10th floor, MK-IL-SLTR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86118295	JAVAWRAP	
Serial Number:	86118321	JAVAPAC	
Registration Number:	4480700	PAC GUARD	
Registration Number:	4484469	COLD PAC	
Registration Number:	3371352	PREMIUM PAC	
Registration Number:	3371353	DELI PAC	
Registration Number:	3371351	BAKERY PAC	
Registration Number:	3276159	PAC WRAP	
Registration Number:	3864237	POLY PAC	
Registration Number:	3830580	WAX PAC	
Registration Number:	3830581	PATTY PAC	
Registration Number:	3864235	MENU PAC	
Registration Number:	3947971	ODOR TAMER	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-845-1239		
TRADEMARK			

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Email: trademarks@ropesgray.com
Correspondent Name: Emily C. Nagle, Ropes & Gray LLP
Address Line 1: 191 North Wacker Drive
Address Line 2: 32nd floor
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: KOLC-038-028

NAME OF SUBMITTER: Emily C. Nagle

SIGNATURE: /Emily C. Nagle/

DATE SIGNED: 04/15/2014

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of April 14, 2014, by PKDY ACQUISITION, LLC (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations.

WITNESSETH:

WHEREAS, reference is made to that certain Supplement to Pledge and Security Agreement, dated as of the date hereof, by and among the Grantor and the Secured Notes Collateral Agent, ("Secured Notes Security Agreement Supplement"), which supplements that certain Pledge and Security Agreement, dated as of February 1, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, including by the Secured Notes Security Agreement Supplement, the "Notes Security Agreement") among PACKAGING DYNAMICS CORPORATION, a Delaware corporation, the Grantors from time to time party thereto, and U.S. BANK NATIONAL ASSOCIATION as Secured Notes Collateral Agent.

WHEREAS, Grantor is required to execute and deliver to the Secured Notes Collateral Agent this Trademark Security Agreement for the benefit of the Secured Obligations.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes Security Agreement.
2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Trademarks (collectively, the "Trademark Collateral"), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.
3. NOTES SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation of, the security interests granted to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations, pursuant to the Notes Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Notes Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are


incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

4 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

PKDY ACQUISITION, LLC

By: 
Name: Patrick T. Chambliss
Title: Executive Vice President, Chief
Financial Officer and Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005261 FRAME: 0019

ACCEPTED AND ACKNOWLEDGED BY:

US BANK NATIONAL ASSOCIATION,
as Secured Notes Collateral Agent

By: *Linda E. Garcia*

Name: **Linda E. Garcia**

Title: **Vice President**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005261 FRAME: 0020

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

Trademark	Status	Owner	Reg.No	Reg.Date
JAVAWRAP	Application filed 11/13/13	PKDY Acquisition, LLC	Pending	Pending
JAVAPAC	Application filed 11/13/13	PKDY Acquisition, LLC	Pending	Pending
PAC GUARD	Approved	PKDY Acquisition, LLC	4480700	2/11/14
COLD PAC	Approved	PKDY Acquisition, LLC	4484469	2/18/14
PREMIUM PAC	Registered	PKDY Acquisition, LLC	3371352	1/22/08
DELI PAC	Registered	PKDY Acquisition, LLC	3371353	1/22/08
BAKERY PAC	Registered	PKDY Acquisition, LLC	3371351	1/22/08
PAC WRAP	Registered	PKDY Acquisition, LLC	3276159	8/7/07
POLY PAC	Registered	PKDY Acquisition, LLC	3864237	10/19/10
WAX PAC	Registered	PKDY Acquisition, LLC	3830580	8/10/10
PATTY PAC	Registered	PKDY Acquisition, LLC	3864235	8/10/10
MENU PAC	Registered	PKDY Acquisition, LLC	3864235	10/19/10
ODOR TAMER	Registered	PKDY Acquisition, LLC	3947971	4/19/11