

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APEI Holdings Corporation		06/30/2005	CORPORATION: DELAWARE
APEI Acquisition Corp.		06/30/2005	CORPORATION: DELAWARE
Associated Packaging Enterprises, Inc.		06/30/2005	CORPORATION: FLORIDA
Associated Packaging Enterprises Canada Inc.		06/30/2005	CORPORATION: CANADA
3050959 Nova Scotia Company		06/30/2005	Unlimited Company: CANADA
APEI Ireland Holdings Corporation		06/30/2005	CORPORATION: DELAWARE
APEI UK Limited		06/30/2005	Limited Company: UNITED KINGDOM
APEI IOM Holdings Corporation		06/30/2005	CORPORATION: DELAWARE
APEI Ireland		06/30/2005	Private Unlimited Liability Company: IRELAND
APEI (IOM)		06/30/2005	An Isle of Man Private Unlimited Company:

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC.
Street Address:	One Boston Place, 18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2795870	ASSOCIATED PACKAGING TECHNOLOGIES
Registration Number:	2798856	APT ASSOCIATED PACKAGING TECHNOLOGIES

CORRESPONDENCE DATA

900028231

**TRADEMARK
 REEL: 003120 FRAME: 0782**

CH \$65.00 2795870

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 415 268 6327
Email: rlal@mofo.com
Correspondent Name: Lynn M. Humphreys
Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

NAME OF SUBMITTER:	Attorney for Assignee
Signature:	/Lynn M. Humphreys/
Date:	07/13/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of June 30, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among APEI Holdings Corporation, a Delaware corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof as "Borrowers" ("Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), Agent, and Wells Fargo Financial Corporation Canada, a Nova Scotia unlimited liability company, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of June 30, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

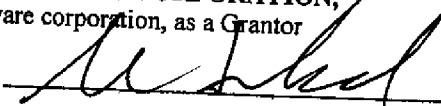
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

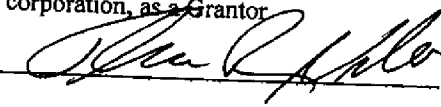
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

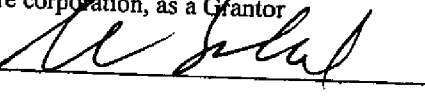
APEI HOLDINGS CORPORATION,
a Delaware corporation, as a Grantor

By: 
Name: _____
Title: _____

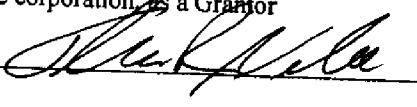
ASSOCIATED PACKAGING ENTERPRISES, INC.,
a Florida corporation, as a Grantor

By: 
Name: _____
Title: _____

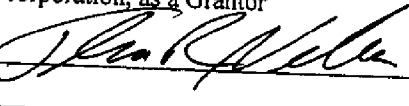
APEI ACQUISITION CORP.,
a Delaware corporation, as a Grantor

By: 
Name: _____
Title: _____

APEI IOM HOLDINGS CORPORATION,
a Delaware corporation, as a Grantor

By: 
Name: _____
Title: _____

APEI IRELAND HOLDINGS CORPORATION,
a Delaware corporation, as a Grantor

By: 
Name: _____
Title: _____

**ASSOCIATED PACKAGING ENTERPRISES
CANADA INC.,**

an Ontario corporation, as a Grantor

By: 

Name: _____

Title: _____

THE COMMON SEAL OF APEI IRELAND,
an Irish private unlimited liability company,
as Applicable Debtor

was hereunto affixed in the presence of:


Director


Director/Secretary

APEI (IOM),
an Isle of Man private unlimited company, as a
Grantor

By: 

Name: _____

Title: _____

3050959 NOVA SCOTIA COMPANY,
an unlimited Nova Scotia company, as a Grantor

By: 

Name: _____

Title: _____

APEI UK LIMITED,
a limited company organized under the laws of
England and Wales, as a Grantor



Director


Director/Secretary

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 
Name: _____
Title: _____


SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT

ny-611035


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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Entity</u>	<u>Trademark</u>	<u>Jurisdiction Registered</u>	<u>Date of Application</u>	<u>Status of Registration</u>
APEI Ireland	FF-FRESHLOCK	EU		Registered 12/16/03 (Reg. No. 002939460); Expires 12/16/13
APEI Ireland	APT Associated Packaging Technologies (Device)	EU		Registered 3/30/04 (Reg. No. 002939007); Expires 11/20/12
APEI Ireland	PF FRESHLOCK	EU		Registered 1/22/04 (Reg. No. 002939494); Expires 11/20/14
APEI Ireland	Associated Packaging Technologies	EU	No. 2,939,528; published 4/5/04	Pending -- Notice of Objection filed on 6/23/04 by Eurohill Holdings Limited
APEI Ireland	FRESHLOCK	EU		
APEI Ireland	CR-FRESHLOCK	EU		
APEI Ireland	FP-FRESHLOCK	EU		
Associated Packaging Enterprises Canada Inc.	Associated Packaging Technologies	Canada	11/15/02 (App. No. 1,158,992)	Registered 10/4/04 (Reg. No. TMA621,627)
Associated Packaging Enterprises Canada Inc.	APT (Logo) 	Canada	11/15/02 (App. No. 1,158,991)	Registered 10/4/04 (Reg. No. TMA621,638)
Associated Packaging Enterprises, Inc.	Associated Packaging Technologies	United States	6/17/02 (App. No. 76423041)	Registered 12/16/03 (Reg. No. 2,795,870); Expires 12/16/13

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<u>Entity</u>	<u>Trademark</u>	<u>Jurisdiction Registered</u>	<u>Date of Application</u>	<u>Status of Registration</u>
Associated Packaging Enterprises, Inc.	APT (Logo) 	United States	5/22/02 (App. No. 76412157)	Registered 12/23/03 (Reg. No. 2,798,856); Expires 12/23/13

Tradenames:

<u>Entity</u>	<u>Tradename Registration</u>	<u>Jurisdiction Registered</u>	<u>Date of Application</u>	<u>Status of Registration</u>
Associated Packaging Enterprises, Inc.	Associated Packaging Technologies	Arkansas	Filed 4/18/02 Secretary of State	On File
Associated Packaging Enterprises, Inc.	Associated Packaging Technologies	Missouri	Filed 4/19/02 Secretary of State	On File
Associated Packaging Enterprises, Inc.	Associated Packaging Technologies	New Jersey	Filed 4/18/02 State Treasurer	On File; Expires 4/17/07
Associated Packaging Enterprises, Inc.	Associated Packaging Technologies	North Carolina	Filed 5/14/02 Haywood County Register of Deeds	On File
Associated Packaging Enterprises, Inc.	Associated Packaging Technologies	Ohio	Filed 5/31/02 Secretary of State	On File; Expires 5/31/07
Associated Packaging Enterprises, Inc.	Associated Packaging Technologies	Utah	Filed 4/18/02 Department of Commerce	On File; Expires 4/17/05
Associated Packaging Enterprises, Inc.	Associated Packaging Technologies	Florida	Filed 4/18/02 Department of State	On File; Expires 4/17/07
Associated Packaging Enterprises, Inc.	Associated Packaging Technologies	Pennsylvania	Filed 1/13/03 Department of State	On File

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