

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Second Lien Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCA Packaging North America, Inc.		03/08/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2669955	COLD BANK
Registration Number:	1853650	ENDUROFREEZE
Registration Number:	1641266	ENDUROTHERM
Registration Number:	1535341	FLX-SEAL
Registration Number:	1182991	FREEZ-SAFE
Registration Number:	3005353	ICEBERG
Registration Number:	1454117	INSTA-ICE
Registration Number:	1443230	INSUL-STOR
Registration Number:	2988690	ISC LABS
Registration Number:	1649200	
Registration Number:	2857377	MOISTURE-GUARD
Registration Number:	2558529	NOMADIC
Registration Number:	2616128	POLAR PACK

OP \$790.00 2669955

Registration Number:	0956730	POLY POST
Registration Number:	2977088	POLYFOAM PACKERS
Registration Number:	2981495	SHIN GUARD
Registration Number:	3085802	SHIPS SAFE
Registration Number:	2831038	SMART LABEL
Registration Number:	2510839	STACKERS
Registration Number:	1638053	SUPER ICE
Registration Number:	1708140	THE INSULATOR
Registration Number:	3128364	THERMOSAFE
Registration Number:	0734751	THERMO-SAFE
Registration Number:	2133700	TUSCARORA
Registration Number:	2133698	TUSCARORA
Registration Number:	1559812	TUSCARORA PLASTICS
Registration Number:	2982763	U-TEK
Registration Number:	1517704	U-TEK POLYFOAM
Registration Number:	2488392	VAC-INTACT
Serial Number:	76523411	STRONG ARM
Serial Number:	76595353	TRANSGUARD

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1306
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/15/2007

Total Attachments: 8
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GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 8, 2007 is made by SCA PACKAGING NORTH AMERICA, INC., a Pennsylvania corporation, located at 800 Fifth Avenue, New Brighton, PA 15066 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Lien Credit Agreement, dated as of March 8, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among TEGRANT HOLDING CORP., a Delaware corporation ("Holdings"), TEGRANT CORP., a Delaware corporation and parent of the Obligor ("Borrower"), the Lenders, the Agent, NATIXIS, as Documentation Agent, and BANK OF AMERICA, N.A., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Obligor and certain other Grantors (as defined in the Second Lien Guarantee and Collateral Agreement) have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of March 8, 2007, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, the Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing security interest in, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Obligor's right, title and interest in, to and under the Trademarks and exclusive Trademark Licenses in which Obligor is the licensee of any US registrations or applications for Trademarks (except for any such Trademark Licenses for which the creation by Obligor of a security interest therein is prohibited without the consent of the licensor, and such consent cannot be obtained) (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations in accordance with the terms of the Second Lien Credit Agreement and Second Lien Guarantee and Collateral Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

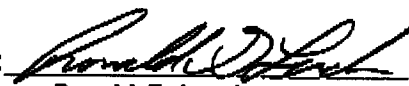
SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 10 day of May, 2007.

SCA PACKAGING NORTH AMERICA, INC.
as Obligor

By: 
Name: Ronald G. Leach
Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

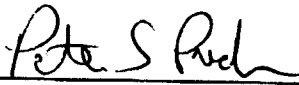
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of May, 2007.

SCA PACKAGING NORTH AMERICA, INC.
as Obligor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: 
Name: Peter S. Preudin
Title: Executive Director

ACKNOWLEDGMENT OF OBLIGOR

STATE OF Illinois)
) ss
COUNTY OF Dekalb)



On the 10 day of May, 2007, before me personally came Ron Deach who is personally known to me to be the President/CEO of SCA PACKAGING NORTH AMERICA, INC., a Pennsylvania corporation; who, being duly sworn, did depose and say that she/he is the President/CEO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Cindy Kyler
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NY)
) ss
COUNTY OF Kings)

On the 4th day of May, 2007, before me personally came Peter S. Prodan, who is personally known to me to be the Executive Director of JPMORGAN CHASE BANK, N.A.; who, being duly sworn, did depose and say that she/he is the Executive Director in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.



Notary Public KAN LOUIE
Notary Public, State of New York
No. 24-50042112
Qualified in Kings County
Certificate Filed in New York County
Commission Expires 11-16-2010
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
COLD BANK	2,669,955
ENDUROFREEZE	1,853,650
ENDUROTHERM	1,641,266
FLX-SEAL	1,535,341
FREEZ SAFE AND DESIGN	1,182,991
ICEBERG	3,005,353
INSTA-ICE	1,454,117
INSUL-STOR	1,443,230
ISC LABS	2,988,690
MISCELLANEOUS DESIGN (BEAR LOGO)	1,649,200
MOISTURE-GUARD	2,857,377
NOMADIC	2,558,529
POLAR PACK	2,616,128
POLY POST	956,730
POLYFOAM PACKERS	2,977,088
SHIN GUARD	2,981,495
SHIPSAFE	3,085,802
SMART LABEL	2,831,038
STACKERS	2,510,839
SUPER ICE	1,638,053
THE INSULATOR	1,708,140
THERMOSAFE	3,128,364
THERMO-SAFE	734,751
TUSCARORA	2,133,700
TUSCARORA AND DESIGN	2,133,698
TUSCARORA PLASTICS	1,559,812
U-TEK	2,982,763

U-TEK POLYFOAM AND DESIGN	1,517,704
VAC-INTACT	2,488,392
STRONG ARM	76/523,411
TRANSGUARD	76/595,353