

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of First Lien Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCA Consumer Packaging, Inc.		03/08/2007	CORPORATION: DELAWARE
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: 2			
Property Type	Number	Word Mark	
Registration Number:	3187890	AERGO	
Serial Number:	78771097	ALLOYD	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$65.00 3187890

Date:

05/15/2007

Total Attachments: 7

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**GRANT OF FIRST LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 8, 2007 is made by SCA CONSUMER PACKAGING, INC., a Delaware corporation, located at 1401 Pleasant Street, DeKalb, IL 60115 (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 First Lien Credit Agreement, dated as of March 8, 2007 (as amended, supplemented or otherwise modified from time to time, the "First 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, GENERAL ELECTRIC CAPITAL CORPORATION and ASSOCIATED BANK NATIONAL ASSOCIATION, as Co- Documentation Agents, and BANK OF AMERICA, N.A., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the First 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 First Lien Credit Agreement, the Obligor and certain other Grantors (as defined in the First Lien Guarantee and Collateral Agreement) have executed and delivered a First 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 "First Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the First 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 First 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 First Lien Credit Agreement and the First 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 First Lien Credit Agreement and First 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 First Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The First 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 First Lien Credit Agreement and the First 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 First Lien Guarantee and Collateral Agreement, the terms of the First 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 CONSUMER PACKAGING, 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 CONSUMER PACKAGING, INC.
as Obligor

By: _____
Name:
Title:

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

By: Peter S. Predun
Name: Peter S. Predun
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 CONSUMER PACKAGING, INC., a Delaware 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)
COUNTY OF Kings) ss

On the 4th day of May, 2007, before me personally came Peter S. Proden, 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. 24-6004282
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>
AERGO	3,187,890
ALLOYD	78/771,097