

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HEXACOMB CORPORATION		01/26/2012	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	270 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3911723	FALCONBOARD
Registration Number:	2673295	HEXABLOK
Registration Number:	1371312	HEXACOMB
Registration Number:	1371313	HEXACOMB
Registration Number:	2779130	HEXACOMB
Registration Number:	2700086	HEXACOMB
Registration Number:	865595	
Registration Number:	617339	VERTICEL
Registration Number:	2042217	CUSHION-COMB
Serial Number:	85160671	HEXACOMB BILLBOARD

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
 Phone: 301-638-0511  
 Email: ipresearchplus@comcast.net

**900213238**

**TRADEMARK  
 REEL: 004705 FRAME: 0936**

**OP \$265.00 3911723**

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

Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	37696
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/27/2012

Total Attachments: 9  
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of January 26, 2012 (this "Agreement"), among BZ Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), Boise Paper Holdings, L.L.C., a Delaware limited liability company (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of November 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of November 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule I hereto, and (ii) all reissues, continuations, divisions,

continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and, (ii) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BZ INTERMEDIATE HOLDINGS LLC,

S/S by

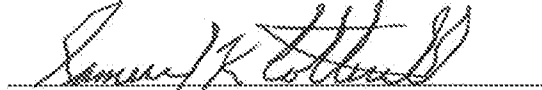


Name: Samuel K. Cotterell

Title: Senior Vice President & CFO

BOISE PAPER HOLDINGS, L.L.C.,

S/S by



Name: Samuel K. Cotterell

Title: Senior Vice President & CFO

HEXACOMB CORPORATION,

S/S by

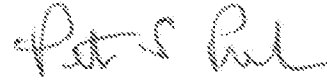


Name: Samuel K. Cotterell

Title: Senior Vice President & CFO

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by



-----  
Name:

Title:

Peter S. Fredun  
Executive Director

SCHEDULE I

Patents Owned by Hexacomb Corporation

Title	Country	Patent No.	Issue Date	First Named Inventor
Prestressed Honeycomb, Method and Apparatus therefor	Brazil	P19406661-2	5/26/1994	Robert E. Jaegers
Honeycomb Roll Spacer	Canada	2,153,225	7/4/1996	David F. Borgeois
Method and Apparatus for Manufacturing Articles Employing Folded Honeycomb Panels	U.S.	5,466,211	11/14/1995	Dale W. Komerek
Prestressed Honeycomb, Method and Apparatus therefor	U.S.	5,540,972	5/28/1993	Robert E. Jaegers
Honeycomb Roll Spacer*	U.S.	5,678,968	7/3/1995	David F. Borgeois
Method and Apparatus for Manufacturing Articles Employing Folded Honeycomb Panels	US(DIV)	5,683,781	11/4/1997	Dale W. Komerek
Prestressed Honeycomb, Method and Apparatus therefor	U.S.(CIP)	5,804,030	9/8/1998	Robert E. Jaegers
Prestressed Honeycomb, Method and Apparatus therefor	U.S.(CIP)	5,913,766	6/22/1999	Robert E. Jaegers
Honeycomb Protector with impact Resistant Corner	U.S.	5,950,835	9/14/1999	Paul Moser
Prestressed Honeycomb, Method and Apparatus therefor	U.S.	5,958,549	9/4/1998	Robert E. Jaegers
Honeycomb Protector with Self- Locking Panels	U.S.	6,007,469	12/29/1999	Robert E. Jaegers
Method and Apparatus for Manufacturing Articles Employing Folded Honeycomb Panels	US(CON)	6,007,470	12/28/1999	Dale W. Komerek
Honeycomb Bag Pad	U.S.	6,033,167	3/7/2000	David F. Bourgeois



Separator for Sheets	EP-Germany	0929,475	10/20/1999	Johannes Diderich
Separator for Sheets	EP-Germany	0790,943	12/9/1998	Johannes Diderich
Method for Splitting Up a Honeycomb Panel, and a Separator Thus Obtained	EP-Germany	0919,254	7/3/2002	Johannes Diderich
Separator for Plates	EP-Germany	1,075,435	11/5/2003	Johannes Diderich

Pending Patent Applications

Title	Country	Patent No.	Issue Date	First Named Inventor
AirFlow Pad*	U.S.	12/794,387	6/4/2010	Raymond A. Kowalski
Panel Structure with scored and Folded	U.S.	12/816,166	6/15/2010	James Lawrence French
Pallet Structure with protective	U.S.	12/826,070	6/29/2010	Robert E. Jaegers
Fire-Resistance print Board*	U.S.	12/873,767	9/1/2010	Scott D. Daniel
Formable Protector*	U.S.	12/907,962	10/19/2010	Johannes Diderich
Stackable Honeycomb bottle Holder with Exposed Content View	U.S.	61/482,481	5/4/2011	Robert E. Jaegers
Panel Structure with Scored and Folded	WIPO	PCT/US2010/059498	12/8/2010	James Lawrence French
Pallet Structure with Protective	WIPO	PCT/US2010/059539	12/8/2010	Robert E. Jaegers

\*to be assigned from Pregis Innovative Packaging, Inc. to Hexacomb Corporation

SCHEDULE II

Trademarks Owned by Hexacomb Corporation

*Intellectual Property*

*Trademarks*

Trademark	Country	App. No.	Filing Date	Reg. No.
FALCONBOARD*	CTM	8328361	5/28/2009	8328361
FALCON BOARD*	US	77/725860	4/30/2009	3911723
H & Design	Mexico	184303	11/26/1993	458861
H & Design	Mexico	184304	11/26/1993	458862
HEXABLOK	US	78/068820	6/13/2001	2673295
HEXACOMB	Australia	735004	5/22/1997	735004
HEXACOMB	China	9700111288	10/21/1997	1272972
HEXACOMB	CTM	309823	6/7/1996	309823
HEXACOMB	Hong Kong	9707692	6/10/1997	199904155
HEXACOMB	India	761437	5/19/1997	761437
HEXACOMB	Israel	97774	3/26/1995	97774
HEXACOMB(*)	Malaysia	97/09482	7/1 2/1 997	
HEXACOMB	Mexico	184305	11/26/1993	457726
HEXACOMB	Mexico	184306	11/26/1993	457727
HEXACOMB	Poland	Z-161783	7/4/1996	111504
HEXACOMB	US	73/538608	5/20/1985	1371312
HEXACOMB	US	73/538617	5/20/1985	1371313
HEXACOMB	US	76/408336	5/16/2002	2779130
HEXACOMB	US	76/409031	5/16/2002	2700086
HEXACOMB (and design)	CTM	309849	6/27/1996	309849
HEXACOMB (and design)	Japan	05-119644	11/30/1993	3268114
HEXACOMB (and design)	Japan	05-1 19645	11/30/1993	3264785
HEXACOMB BILLBOARD*	US	85/160671	10/25/2010	
MISCELLANEOUS DESIGN	US	72/262984	1/20/1967	865595
VERTICEL	US	71/676430	11/10/1954	617339
CUSHION -COMB	US	74/539763	6/20/1994	2042217
Bee-Board	European Community	611256	3/17/2005	611256

Bee-Board	Austria	611256	3/17/2005	611256
Bee-Board	Benelux	611256	3/17/2005	611256
Bee-Board	Czech Republic	611256	3/17/2005	611256
Bee-Board	Denmark	611256	3/17/2005	611256
Bee-Board	France	611256	3/17/2005	611256
Bee-Board	Germany	611256	3/17/2005	611256
Bee-Board	Hungary	611256	3/17/2005	611256
Bee-Board	Italy	611256	3/17/2005	611256
Bee-Board	Poland	611256	3/17/2005	611256
Bee-Board	Slovakia	611256	3/17/2005	611256
Bee-Board	Slovenia	611256	3/17/2005	611256
Bee-Board	Spain	611256	3/17/2005	611256
Bee-Board	Sweden	611256	3/17/2005	611256
Bee-Board	United Kingdom	611256	3/17/2005	611256
Slimguard	Spain	2724508	10/23/2003	2724508

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