

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Graphic Packaging International, Inc.		03/16/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	1455 Market Street
<b>Internal Address:</b>	CA5-701-05-19
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3702272	SNAP2C
Registration Number:	3572019	AUTOFLEX
Registration Number:	3829089	FRESH FIRST
Registration Number:	3935469	EZ-PAD
Registration Number:	3945818	STACK-TITE
Registration Number:	3917521	NEXTWAVE MICROWAVEABLE PACKAGING
Registration Number:	3547650	DESIGNERWARE
Registration Number:	3487317	D DESIGNER WARE
Registration Number:	0852104	UNI/GLAZE
Registration Number:	0852105	UNI/GLOSS
Registration Number:	3917517	NEXTWAVE MICROWAVEABLE PACKAGING

**CORRESPONDENCE DATA**

OP \$290.00 3702272

Fax Number: (704)444-8857  
Phone: 7043432104  
Email: twitcher@mcguirewoods.com

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

Correspondent Name: Terry L. Witcher, Paralegal  
Address Line 1: 201 North Tryon Street, Suite 3000  
Address Line 2: McGuireWoods LLP  
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
Signature:	/Terry L. Witcher/
Date:	03/21/2012

**Total Attachments: 5**

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**NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of March 16, 2012, is made by each of the undersigned (each a "Granting Party" and collectively, the "Granting Parties"), in favor of Bank of America, N.A. (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of March 16, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Graphic Packaging International, Inc., a Delaware corporation (the "Borrower"), the Agent, and the Lenders from time to time party thereto.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, Graphic Packaging Holding Company, Graphic Packaging Corporation, the Borrower and certain of its subsidiaries executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of March 16, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Granting Party has granted to the Agent a security interest in its Intellectual Property, including the Trademarks and Trademark Applications set forth on Exhibit A attached hereto; and

WHEREAS, each Granting Party 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 continue and to make Loans and other financial accommodations to the Borrower, the direct or indirect parent of each of the Granting Parties, pursuant to the Credit Agreement, the Granting Parties agree, for the benefit of the Agent, 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Granting Party hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by each Granting Party in the ordinary course of its business, it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the

Trademarks of such Granting Party (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Granting Party under or in any Trademarks or Trademark Licenses with Persons other than a Subsidiary of the Borrower for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademarks or Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Granting Parties for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

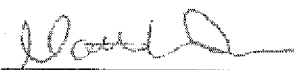
SECTION 4. Acknowledgment. Each Granting Party does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks and Trademark Applications are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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.

**[Signatures on Following Pages]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By:   
Name: Matthew S. Hichborn  
Title: Assistant Vice President

Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks

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TRADEMARK  
REEL: 004740 FRAME: 0503

GRAPHIC PACKAGING INTERNATIONAL, INC.

By: *Laura Lynn Smith*  
Name: \_\_\_\_\_ Laura Lynn Smith \_\_\_\_\_  
Title: \_\_\_\_\_ Asst. General Counsel & \_\_\_\_\_  
Assistant Secretary \_\_\_\_\_

## SCHEDULE A

### TRADEMARKS AND TRADEMARK APPLICATIONS

#### Graphic Packaging International, Inc. – Issued Trademarks

TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
SNAP2C	77/331765	11/16/2007	<u>3,702,272</u>	10/27/2009
AUTOFLEX	77503037	06/19/2008	<u>3572019</u>	02/10/2009
FRESH FIRST	77/637,014	12/19/2008	<u>3,829,089</u>	08/03/2010
EZ-PAD	77/899,925	12/23/2009	<u>3,935,469</u>	03/22/2011
STACK-TITE	77/936,264	02/16/2010	<u>3,945,818</u>	04/12/2011
NEXTWAVE MICROWAVABLE PACKAGING & Design	77610666	11/10/2008	<u>3917521</u>	02/08/2011
DESIGNERWARE	77/230,081	07/16/2007	<u>3,547,650</u>	12/16/2008
DESIGNERWARE & Design	77/230,083	07/16/2007	<u>3,487,317</u>	08/19/2008
UNI/GLAZE	72/281,242	09/26/1967	<u>852,104</u>	07/09/1968
UNI/GLOSS	72/281,243	09/26/1967	<u>852,105</u>	07/09/1968
NEXTWAVE MICROWAVEABLE PACKAGING	77/605799	11/03/2008	<u>3917517</u>	02/08/2011

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