

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Patent Rights
CONVEYING PARTY DATA	
Name	Execution Date
Toronto Dominion (Texas), Inc., as Administrative Agent	06/11/2004
RECEIVING PARTY DATA	
Name:	C & H Packaging Company, Inc.
Street Address:	825 E. Wisconsin Avenue
Internal Address:	P.O. Box 359
City:	Appleton
State/Country:	WISCONSIN
Postal Code:	54912-0359
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6185908
Patent Number:	5912197
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	Simpson Thacher & Bartlett LLP
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NAME OF SUBMITTER:	Robyn Rahbar
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PATENT
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENT RIGHTS**

TERMINATION AND RELEASE dated as of June 11, 2004, from TORONTO DOMINION (TEXAS), INC., a Delaware corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to C & H Packaging Company, Inc., a Wisconsin corporation with its principal place of business located at 825 E. Wisconsin Avenue, P.O. Box 359, Appleton, WI 54912-0359 (the "Additional Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 8, 2001, made by Appleton Papers Inc., a Delaware corporation and parent company of the Additional Grantor (the "Grantor") and certain other subsidiaries of the Grantor in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral;

WHEREAS, pursuant to the Assumption Agreement, dated as of April 30, 2003 (the "Assumption Agreement"), the Additional Grantor became a party to the Collateral Agreement;

WHEREAS, pursuant to the Grant of Security Interest in Patent Rights dated as of April 30, 2003, among the Agent and the Additional Grantor (the "Security Agreement"), the Additional Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Patent Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on June 13, 2003, at Reel 014154 and Frame 0001; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Patent Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

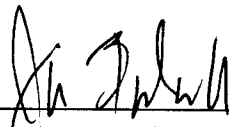
1. Definitions. The term "Patent Collateral," as used herein, shall mean all of the Additional Grantors' right, title and interest of every kind and nature as of the date hereof in the Patents (including, without limitation, those items listed on Schedule A hereto). The term "Patents" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Patent Collateral, and any right, title or interest of the Agent in such Patent Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

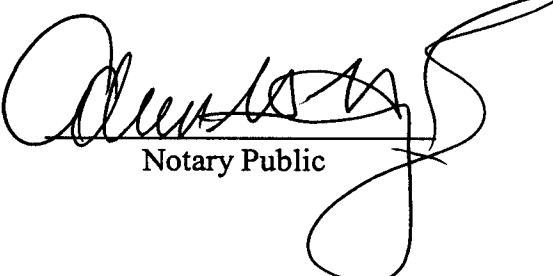
TORONTO DOMINION (TEXAS), INC.

By: 
Name: Jim Bridwell
Title: Vice President

~~PROVIDENCE~~ ONTARIO)
~~STATE OF~~)
CITY)
~~COUNTY OF~~ TORONTO)

SS.:

On this 20th day of ~~June~~ July, 2004, before me personally appeared
Jim Browell to me known who, being by me duly sworn, did depose and say that
he/she is VICE PRESIDENT of TORONTO DOMINION (TEXAS), INC., described
herein and which executed the foregoing instrument, and that he/she signed his/her name thereto
pursuant to the authority granted by TORONTO DOMINION (TEXAS), INC..


Notary Public

(Affix Seal Below)

Schedule A

U.S. Patent Registrations

<u>Patent Title</u>	<u>US Patent No.</u>
Thermal Sealable Plastic Mesh Web for Automatic Form, Fill and Seal Machine	6,185,908
Thermal Sealable Plastic Mesh Web for Automatic Form, Fill and Seal Machine	5,912,197