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03-24-2008

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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To the Director of the U.S. Patent and

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documents or the new address(es) below.

1. Name of conveying party(ies)

Bluegrass Container Holdings, LLC

2. Name and address of receiving party(ies)Name: Bank of America, N.A., as Administrative AgentInternal Address: IL1-231-08-30Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) March 10, 2008☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other _____Street Address: 231 S. LaSalle StreetCity: ChicagoState: ILCountry: USA Zip: 60697Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

See SCHEDULE A attached hereto.

☐ This document is being filed together with a new application.

B. Patent No.(s)

See SCHEDULE A attached hereto.

Additional numbers attached? ☒ Yes ☐ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Terry L. Witcher, NCCP

Internal Address: _____

Helms Mulliss & Wicker, PLLCStreet Address: 201 N. Tryon Street, Suite 3000City: CharlotteState: NC Zip: 28202Phone Number: 704-343-2104Fax Number: 704-444-8857Email Address: terry.witcher@hmv.com**6. Total number of applications and patents involved:** 79**7. Total fee (37 CFR 1.21(h) & 3.41) \$1,990.00**☐ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☒ Enclosed☐ None required (government interest not affecting title)**8. Payment Information**

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:a. Carter Arey

Signature

3/14/2008

Date

A. Carter Arey

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450PATENT
REEL: 020723 FRAME: 0748

SCHEDULE A**ALTIVITY PACKAGING, LLC
PATENTS****U.S. PATENT APPLICATIONS**

Application Number	Application Date	Title
11/419296	5/19/2006	CONTAINER HAVING TAB IDENTIFIERS AND METHOD FOR CONSTRUCTING THE SAME ¹
11/690445	3/23/2007	BLANK AND METHODS OF CONSTRUCTING A FOOD HOLDER FROM THE BLANK ¹
11/682399	3/6/2007	CONTAINER HAVING TAB IDENTIFIERS AND METHOD FOR CONSTRUCTING SAME ¹
11/286631	11/23/2005	METHODS AND SYSTEMS FOR PACKAGING A PRODUCT
11/286912	11/23/2005	METHODS AND SYSTEMS FOR PACKAGING A PRODUCT
11/286778	11/23/2005	METHODS AND SYSTEMS FOR PACKAGING A PRODUCT
11/417702	5/4/2006	APPARATUS AND METHOD FOR SENSING A CONTAINER POSITIONED ABOUT A FILLING SPOUT
60/951078	7/20/2007	CONTAINER INCLUDING A DECORATIVE FILM AND BLANK FOR MAKING THE SAME
60/889586	2/13/2007	APPARATUS AND METHODS FOR LINING A CARTON WITH A LIQUID IMPERMEABLE LINER
11/697392	4/6/2007	BLANKS AND METHODS FOR FORMING A BEVERAGE CARRIER FROM THE BLANKS
11/845610	8/27/2007	CARTON FOR DISPENSING PRODUCTS AND METHOD OF USING THE SAME
11/266835	11/4/2005	BAG STRUCTURES AND METHODS OF ASSEMBLING THE SAME
10/382336	3/5/2003	STRAP APPARATUS FOR STACKED ARTICLES
11/210385	8/24/2005	METHOD AND APPARATUS FOR FACILITATING FILLING A CONTAINER
11/557575	11/8/2006	MULTI-LAYERED BLISTER CARD PACKAGE AND METHOD FOR MAKING THE SAME
11/467287	8/25/2006	CORRECTION OF LOOSELY WOUND LABEL ROLLS
11/347915	2/6/2006	ANTI-SIFTING POLYGONAL CARTON
11/548959	10/12/2006	ANTI-SIFTING POLYGONAL CARTON AND METHODS OF ASSEMBLY
11/536262	9/28/2006	THERMAL INSULATIVE LABEL

¹ Havi Global Solutions is a third party entity.

61/013830	12/14/2007	CONTAINER HAVING AN INTEGRAL POUR SPOUT AND METHOD OF CONSTRUCTING THE SAME ²
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U.S. REGISTERED PATENTS

Patent Number	Grant Date	Title
5244532	9/14/1993	ULTRASONIC ANVIL CARTRIDGE
5244682	9/14/1993	COOKING APPARATUS AND PROCESS FOR COOKING FOOD THEREWITHIN
6960748	11/1/2005	COLLAPSIBLE MICROWAVE POPCORN BOX
6932508	8/23/2005	POSITIVE VALVE CLOSURE FOR PLASTIC-LINED BAGS AND METHOD FOR MAKING SAME
D485754	1/27/2004	PAPERBOARD CONTAINER WITH FLIP-TOP LID
D513175	12/27/2005	FLIP-TOP LID
6328471	12/11/2001	PINCH BOTTOM BAG WITH EASY OPEN FEATURE
6328472	12/11/2001	BAG APPARATUS WITH RECLOSABLE POUR SPOUT
5718514	2/17/1998	MULTIWALL BAG
5443866	8/22/1995	UNI-AXIALLY CO-ORIENTED THERMOPLASTIC FILM AND BAGS MADE THEREFROM
D487870	3/30/2004	CONTAINER WITH TOP OPENING
5405198	4/11/1995	PROTECTED SEAL BAG CONSTRUCTION
5400837	3/28/1995	MULTI-STATION FILLING APPARATUS AND PROCESS FOR FILLING BULK CONTAINERS
6910623	6/28/2005	PAPERBOARD CAN WITH AN INTEGRATED LID HAVING A HINGE ON THE LID
6748723	6/15/2004	APPARATUS AND METHOD FOR FILLING AND SEALING VALVED BAGS
7293652	11/13/2007	METHODS AND SYSTEMS FOR PACKAGING A PRODUCT
4982873	1/8/1991	TWO-STAGE AUGER SYSTEM FOR FILLING COMMERCIAL VALVE BAGS
6092930	7/25/2000	SELF-CLOSING SEALABLE VALVE BAG
5516210	5/14/1996	SELF-CLOSING SEALABLE VALVE BAG
5326576	7/5/1994	CONTAINER APPARATUS
6471122	10/29/2002	PAPERBOARD CAN WITH AN INTEGRATED PAPERBOARD LID HAVING A SLIDE CLOSURE
6349866	2/26/2002	PAPERBOARD CAN WITH AN INTEGRATED PAPERBOARD LID HAVING A HINGE ON THE LID
5314252	5/24/1994	SEALABLE SQUARE BOTTOM CONTAINER APPARATUS
6120184	9/19/2000	BAG APPARATUS WITH RECLOSABLE POUR SPOUT
5474383	12/12/1995	FLEXIBLE CONTAINER APPARATUS WITH SUBSTANTIALLY RECTANGULAR-BOTTOMED CONFIGURATION
5644900	7/8/1997	MULTIWALL BAG

² Unassigned provisional application.

5967664	10/19/1999	SIFT PROOF VALVE BAG
5806982	9/15/1998	SELF-CLOSING SEALABLE VALVE BAG
5620542	4/15/1997	APPARATUS AND METHOD FOR SEALING VALVED BAGS TRANSPORTED BY A CONVEYOR
5840002	11/24/1998	SUBSTANTIALLY RECTANGULAR-BOTTOMED CONTAINER, AND APPARATUS AND METHOD FOR MANUFACTURING SAME
5518174	5/21/1996	LINED CARTON WITH SIFT-RESISTANT DISPENSING FEATURE
5660324	8/26/1997	DISPENSING CARTON WITH INTEGRAL POUR SPOUT
5680986	10/28/1997	CARTON WITH POUR SPOUT FORMED BY LINER
5941377	8/24/1999	BEVERAGE CARRIER WITH SEPARATE PARTITIONS
6041920	3/28/2000	BEVERAGE CARRIER WITH SEPARATE PARTITIONS
6216943	4/17/2001	FRESH FOLD PACKAGE
6227440	5/8/2001	PRE-LINED CARTON WITH DISPENSING SPOUT
6585153	7/1/2003	FRESH FOLD PACKAGE
5098014	3/24/1992	COLLAPSIBLE, SELF-LOCKING, PAPERBOARD CARTON
D424433	5/9/2000	CARTON
7128206	10/31/2006	THREE PIECE BEVERAGE CONTAINER
7273162	9/25/2007	FRY AND FOOD SCOOP WITH CONDIMENT CELLS
D555513	11/20/2007	COMBINED FRY AND FOOD SCOOP WITH CONDIMENT CELLS
6823988	11/30/2004	CONTAINER FOR HOUSING A PREMIUM
7147101	12/12/2006	CONTAINER FOR HOUSING A PREMIUM
6695202	2/24/2004	DISPOSABLE FOOD SERVICE CONTAINER
D549575	8/28/2007	CURVACEOUS CARTON
D558047	12/25/2007	CURVACEOUS CARTON
D548591	8/14/2007	CURVILINEAR EDGED CARTON
6998006	2/14/2006	SYSTEM AND METHOD FOR CONFIGURING A HEAT TRANSFER DECORATING MACHINE FOR DIFFERENT PACKAGE CONFIGURATIONS
6780005	8/24/2004	BURNER CONCENTRATOR
6887333	5/3/2005	SYSTEM AND METHOD FOR ENVIRONMENTALLY CLEANING A PACKAGE FOR A HEAT TRANSFER DECORATING MACHINE
5028293	7/2/1991	CONTINUOUS MOTION BOTTLE DECORATING APPARATUS
6,349,866	2-26-02	PAPERBOARD CAN W/AN INTEGRATED PAPERBOARD LID HAVING A HINGE ON THE LID
6,644,473	11-11-03	CARTON FOR HOLDING AND DISPLAYING BALLS
6,644,541	11-11-03	SUBSTANTIALLY PAPERBOARD CONTAINER W/TEAR-STRIP OPENING FEATURE AND RECLOSURE
6,599,016	7-29-03	PINCH BOTTOM BAG W/TEAR STRIP

FIELD CONTAINER COMPANY, L.P.
PATENTS

Registration Number	Grant Date	Title
6,681,983	01/27/2004	PAPERBOARD BOX WITH REMOVABLE IDENTIFYING INDICIA
6,082,532	07/04/2000	BOTTLE CARRIER

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

THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS ("Agreement"), dated as of March 10, 2008, is made by Bluegrass Container Holdings, LLC, a Delaware limited liability company ("BCH"), in favor of Bank of America, N.A. (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders") party to that certain Credit Agreement ("Credit Agreement") dated as of May 16, 2007, among Graphic Packaging International, Inc., a Delaware corporation ("Graphic"), the Lenders, the Agent, and the other parties thereto, as amended by Amendment No. 1 dated as of March 10, 2008 ("Amendment No. 1") and Amendment No. 2 dated as of March 10, 2008 ("Amendment No. 2", and collectively with Amendment No. 1, the "Amendments"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement referred to below, or if not defined therein, in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Transaction Agreement and Agreement and Plan of Merger (the "Transaction Agreement"), dated as of July 9, 2007, by and among Graphic Packaging Corporation ("Holding"), BCH, TPG Bluegrass IV, L.P., TPG Bluegrass IV-AIV 2, L.P., TPG Bluegrass V, L.P., TPG Bluegrass V-AIV 2, L.P., Field Holdings, Inc., TPG FOF V-A, L.P., TPG FOF V-B, L.P., BCH Management, LLC, New Giant Corporation and Giant Merger Sub, Inc., and following the contribution of all of the issued and outstanding equity interests of BCH (the "BCH Interests") from New Giant Corporation to Holding to Graphic, Graphic will be the owner of all of the BCH Interests (the "BCH Transaction");

WHEREAS, pursuant to Amendment No. 1 to the Credit Agreement, the Lenders have severally agreed to make additional loans and other extensions of credit to Graphic, the parent of BCH, upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holding, Graphic and certain of its Subsidiaries are, or are to become, parties to that certain Guarantee and Collateral Agreement, dated as of May 16, 2007 (as amended, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Agent, for the ratable benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires BCH, as a new Subsidiary of Graphic, to become a party to the Guarantee and Collateral Agreement and, in connection therewith, BCH and its Subsidiaries executed and delivered an Assumption Agreement, dated as of March 10, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Assumption Agreement") to become a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, BCH granted to the Agent a security interest in its Intellectual Property, including Patents; and

WHEREAS, BCH 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 Graphic, the parent of BCH, pursuant to the Credit Agreement as amended by the Amendments, BCH agrees, 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. BCH hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Patents granted by BCH 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 Patents of BCH (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 Patents, 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 BCH under or in any Patents Licenses with Persons other than a Subsidiary of BCH 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 Patent Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by BCH 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.

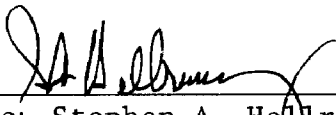
SECTION 4. Acknowledgement. BCH does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (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.

BLUEGRASS CONTAINER HOLDINGS,
LLC

By: 
Name: Stephen A. Hellrung
Title: Senior Vice President,
General Counsel and Secretary

[Signatures Continue on Following Page]

Signature Page to BCH Notice and Confirmation of Grant of Security Interest in Patents

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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: Anne M. Zeschke

Title: Assistant Vice President

Signature Page to BCH Notice and Confirmation of Grant of Security Interest in Patents

C903451.3

RECORDED: 03/17/2008

PATENT
REEL: 020723 FRAME: 0756