

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																						
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																																						
CONVEYING PARTY DATA																																							
<table><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Caraustar Industries, Inc.</td><td>03/09/2009</td></tr><tr><td>Caraustar Custom Packaging Group, Inc.</td><td>03/09/2009</td></tr><tr><td>Caraustar Recovered Fiber Group, Inc.</td><td>03/09/2009</td></tr><tr><td>Caraustar Industrial and Consumer Products Group, Inc.</td><td>03/09/2009</td></tr><tr><td>Caraustar Mill Group, Inc.</td><td>03/09/2009</td></tr><tr><td>Sprague Paperboard, Inc.</td><td>03/09/2009</td></tr><tr><td>PBL Inc.</td><td>03/09/2009</td></tr><tr><td>Gypsum MGC, Inc.</td><td>03/09/2009</td></tr><tr><td>McQueeney Gypsum Company</td><td>03/09/2009</td></tr><tr><td>Federal Transport, Inc.</td><td>03/09/2009</td></tr><tr><td>Camden Paperboard Corporation</td><td>03/09/2009</td></tr><tr><td>Halifax Paper Board Company, Inc.</td><td>03/09/2009</td></tr><tr><td>Caraustar Custom Packaging Group (Maryland), Inc.</td><td>03/09/2009</td></tr><tr><td>Chicago Paperboard Corporation</td><td>03/09/2009</td></tr><tr><td>Paragon Plastics, Inc.</td><td>03/09/2009</td></tr><tr><td>Caraustar, G.P.</td><td>03/09/2009</td></tr><tr><td>McQueeney Gypsum Company, LLC</td><td>03/09/2009</td></tr><tr><td>Austell Holding Company, LLC</td><td>03/09/2009</td></tr></tbody></table>		Name	Execution Date	Caraustar Industries, Inc.	03/09/2009	Caraustar Custom Packaging Group, Inc.	03/09/2009	Caraustar Recovered Fiber Group, Inc.	03/09/2009	Caraustar Industrial and Consumer Products Group, Inc.	03/09/2009	Caraustar Mill Group, Inc.	03/09/2009	Sprague Paperboard, Inc.	03/09/2009	PBL Inc.	03/09/2009	Gypsum MGC, Inc.	03/09/2009	McQueeney Gypsum Company	03/09/2009	Federal Transport, Inc.	03/09/2009	Camden Paperboard Corporation	03/09/2009	Halifax Paper Board Company, Inc.	03/09/2009	Caraustar Custom Packaging Group (Maryland), Inc.	03/09/2009	Chicago Paperboard Corporation	03/09/2009	Paragon Plastics, Inc.	03/09/2009	Caraustar, G.P.	03/09/2009	McQueeney Gypsum Company, LLC	03/09/2009	Austell Holding Company, LLC	03/09/2009
Name	Execution Date																																						
Caraustar Industries, Inc.	03/09/2009																																						
Caraustar Custom Packaging Group, Inc.	03/09/2009																																						
Caraustar Recovered Fiber Group, Inc.	03/09/2009																																						
Caraustar Industrial and Consumer Products Group, Inc.	03/09/2009																																						
Caraustar Mill Group, Inc.	03/09/2009																																						
Sprague Paperboard, Inc.	03/09/2009																																						
PBL Inc.	03/09/2009																																						
Gypsum MGC, Inc.	03/09/2009																																						
McQueeney Gypsum Company	03/09/2009																																						
Federal Transport, Inc.	03/09/2009																																						
Camden Paperboard Corporation	03/09/2009																																						
Halifax Paper Board Company, Inc.	03/09/2009																																						
Caraustar Custom Packaging Group (Maryland), Inc.	03/09/2009																																						
Chicago Paperboard Corporation	03/09/2009																																						
Paragon Plastics, Inc.	03/09/2009																																						
Caraustar, G.P.	03/09/2009																																						
McQueeney Gypsum Company, LLC	03/09/2009																																						
Austell Holding Company, LLC	03/09/2009																																						
RECEIVING PARTY DATA																																							
<table><tr><td>Name:</td><td>Bank of America, N.A.</td></tr><tr><td>Street Address:</td><td>300 Galleria Parkway</td></tr><tr><td>Internal Address:</td><td>Suite 800</td></tr><tr><td>City:</td><td>Atlanta</td></tr><tr><td>State/Country:</td><td>GEORGIA</td></tr><tr><td>Postal Code:</td><td>30339</td></tr></table>		Name:	Bank of America, N.A.	Street Address:	300 Galleria Parkway	Internal Address:	Suite 800	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30339																										
Name:	Bank of America, N.A.																																						
Street Address:	300 Galleria Parkway																																						
Internal Address:	Suite 800																																						
City:	Atlanta																																						
State/Country:	GEORGIA																																						
Postal Code:	30339																																						
PROPERTY NUMBERS Total: 9																																							
<table><tr><td></td><td></td></tr></table>																																							

CH \$360.00 0394396

500808523

PATENT
REEL: 022399 FRAME: 0568

Property Type	Number
Patent Number:	0394396
Patent Number:	6038964
Application Number:	11533977
Application Number:	11739863
Application Number:	60969233
Application Number:	11421182
Application Number:	61141952
Application Number:	61143610
Application Number:	12256533

CORRESPONDENCE DATA

Fax Number: (404)522-8409

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-420-5527

Email: rbirdwell@phrd.com

Correspondent Name: Rhonda J. Birdwell, Paralegal --- PHRD

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	BOFA / CARAUSTAR
-------------------------	------------------

NAME OF SUBMITTER:	Bobbi Acord
--------------------	-------------

Total Attachments: 6
source=Patent#page1.tif
source=Patent#page2.tif
source=Patent#page3.tif
source=Patent#page4.tif
source=Patent#page5.tif
source=Patent#page6.tif



March 9, 2009

Bank of America, N.A., as Agent
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Conditional Assignment and Patent Security Agreement among each of the Obligor named on the signature pages hereto and Bank of America, N.A., as collateral and administrative agent ("Agent") for various financial institutions ("Lenders"), dated as of March 30, 2006, as recorded in the United States Patent and Trademark Office ("USPTO") on April 18, 2006 at Reel/Frame 017480/0666 and 017487/0235, and on April 24, 2006, at Reel/Frame number 017507/0817, which amends and restates that certain Conditional Assignment and Patent Security Agreement dated as of June 24, 2003, as recorded in the USPTO on August 7, 2003, at Reel/Frame number 013852/0533 and on September 9, 2003 at Reel/Frame numbers 013957/0475 and 013957/0488, and on January 21, 2004 at Reel/Frame number 014268/0768 (as at any time amended, restated, modified or supplemented, the "Patent Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Patent Security Agreement.

Pursuant to Paragraphs 2 and 3 of the Patent Security Agreement, each of the Obligor is obligated to give notice to Agent whenever the such Obligor obtains rights to any new patentable inventions, or becomes entitled to the benefit of any patent application or patent for any re-issue, division, continuation, renewal, extension or continuation-in-part of any patent or any improvement on any patent, and Agent is entitled to modify the Patent Security Agreement by amending Schedule A thereto to include the new patents or applications therefor.

Each of the Obligor acknowledges that it has obtained rights to the patents and patent applications listed on the attached Schedule A-1. Agent and the Obligor agree to amend the Patent Security Agreement to include the patents and patent applications listed on Schedule -1 as provided below.

Bank of America, N.A.
March 9, 2009
Page 2

Schedule A to the Patent Security Agreement is hereby amended by adding to the list of patents and patent applications thereon the patents and patent applications listed on Schedule A-1 attached hereto. Agent is hereby authorized to attach a copy of Schedule A-1 to the Patent Security Agreement as a supplement to Schedule A thereto and to file a copy of the Patent Security Agreement as so supplemented, and/or a copy of this letter agreement, with the USPTO at the Obligors' expense.

To secure the complete and timely payment and performance to Agent and Lenders of all of the Obligations, each of the Obligors hereby grants (and regrants), assigns and conveys to Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and lien upon such Obligor's entire right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Patent Collateral"):

All patents and patent applications, including, without limitation, the patents and applications listed on Schedule A-1 attached hereto and by reference made a part hereof, together with any and all licenses now or hereafter relating thereto and all royalty payments or rights to royalty payments now or hereafter among therefrom.

Each of the Obligors hereby reaffirms each of its representations, warranties and covenants set forth in the Patent Security Agreement, with respect to the Additional Patent Collateral as Patents thereunder.

Each of the Obligors agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

This letter agreement shall be effective upon execution by each of the Obligors and acceptance by Agent in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

Bank of America, N.A.
March 9, 2009
Page 3

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

OBLIGORS:

CARAUSTAR INDUSTRIES, INC.

By: 
Ronald J. Domanico, Senior Vice President

**CARAUSTAR CUSTOM PACKAGING GROUP,
INC.**

**CARAUSTAR RECOVERED FIBER GROUP,
INC.**

**CARAUSTAR INDUSTRIAL AND CONSUMER
PRODUCTS GROUP, INC.**

CARAUSTAR MILL GROUP, INC.

SPRAGUE PAPERBOARD, INC.

PBL INC.

GYPSUM MGC, INC.

McQUEENEY GYPSUM COMPANY

FEDERAL TRANSPORT, INC.

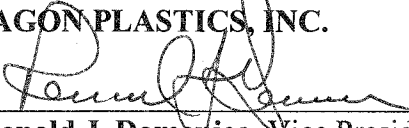
CAMDEN PAPERBOARD CORPORATION

HALIFAX PAPER BOARD COMPANY, INC.

**CARAUSTAR CUSTOM PACKAGING GROUP
(MARYLAND), INC.**

CHICAGO PAPERBOARD CORPORATION

PARAGON PLASTICS, INC.

By: 
**Ronald J. Domanico, Vice President of
each of the foregoing entities**

CARAUSTAR, G.P.

By: **CARAUSTAR INDUSTRIES, INC., general
partner**

By: 
Ronald J. Domanico, Sr. Vice President

Bank of America, N.A.
March 9, 2009
Page 4

By: CARAUSTAR INDUSTRIAL AND
CONSUMER PRODUCTS GROUP, INC.,
general partner

By: 
Ronald J. Domanico, Vice President

McQUEENY GYPSUM COMPANY, LLC

By: McQUEENY GYPSUM COMPANY, sole
member

By: 
Ronald J. Domanico, Vice President

AUSTELL HOLDING COMPANY, LLC

By: CARAUSTAR INDUSTRIES, INC.,
sole member

By: 
Ronald J. Domanico, Sr. Vice President

AGENT:

BANK OF AMERICA, N.A., as Agent

By: _____
Walter T. Shellman, Vice President

Bank of America, N.A.

March 9, 2009

Page 4

McQUEENEY GYPSUM COMPANY, LLC

By: McQUEENEY GYPSUM COMPANY, sole
member

By: _____
Ronald J. Domanico, Vice President

AUSTELL HOLDING COMPANY, LLC

By: CARAUSTAR INDUSTRIES, INC.,
sole member

By: _____
Ronald J. Domanico, Sr. Vice President

AGENT:

BANK OF AMERICA, N.A., as Agent

By: Walter T. Shellman
Walter T. Shellman, Sr. Vice President

SCHEDULE A-1**PATENTS**

<u>Record Owner</u>	<u>Title</u>	<u>Country</u>	<u>Registration Number</u>
Caraustar Custom Packaging Group, Inc.	Golf Ball Package	United States	394,396
Caraustar Industrial and Consumer Products Group, Inc.	Convection Based Cooking Apparatus with Improved Air-Flow	United States	6,038,964

PATENT APPLICATIONS

<u>Record Owner</u>	<u>Title</u>	<u>Country</u>	<u>Serial Number, Filing Date</u>
Caraustar Custom Packaging Group, Inc.	Method of Incorporating Taggants into a Packaging Blank	United States	11/533,977
Caraustar Custom Packaging Group, Inc.	Nested Pair of Blanks	United States	11/739,863
Caraustar Custom Packaging Group, Inc.	Blank and Container Having Integral Pour Spout with Spout Top Flap	United States	60/969,233
Caraustar Industrial and Consumer Products Group, Inc.	Enhanced Gypsum Wallboard	United States	11/421,182
Caraustar Industrial and Consumer Products Group, Inc.	Drive Shaft Damper with Extruded Surface Foam	United States	61/141,952
Caraustar Industrial and Consumer Products Group, Inc.	Drive Shaft Damper with Extruded Surface Foam	United States	61/143,610
Caraustar Industrial and Consumer Products Group, Inc.	Heat-Resistant Drive Shaft Damper	United States	12/256,553

PATENT**RECORDED: 03/12/2009****REEL: 022399 FRAME: 0575**