

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																				
CONVEYING PARTY DATA																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%; text-align: center;">Name</th> <th style="width: 30%; text-align: center;">Execution Date</th> </tr> <tr> <td style="padding: 2px;">PDOC, LLC, a Delaware Limited Liability Company</td> <td style="padding: 2px;">02/01/2011</td> </tr> </table>	Name	Execution Date	PDOC, LLC, a Delaware Limited Liability Company	02/01/2011																	
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PDOC, LLC, a Delaware Limited Liability Company	02/01/2011																				
RECEIVING PARTY DATA																					
Name:	U.S. Bank National Association, as Notes Collateral Agent																				
Street Address:	209 South LaSalle Street, suite 300																				
City:	Chicago																				
State/Country:	ILLINOIS																				
Postal Code:	60604																				
PROPERTY NUMBERS Total: 9																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center;">Property Type</th> <th style="width: 70%; text-align: center;">Number</th> </tr> </thead> <tbody> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">4991980</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">4993845</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5009518</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5163756</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5335996</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5365720</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">5988882</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">6033114</td></tr> <tr><td style="padding: 2px;">Patent Number:</td><td style="padding: 2px;">7578428</td></tr> </tbody> </table>	Property Type	Number	Patent Number:	4991980	Patent Number:	4993845	Patent Number:	5009518	Patent Number:	5163756	Patent Number:	5335996	Patent Number:	5365720	Patent Number:	5988882	Patent Number:	6033114	Patent Number:	7578428	
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Patent Number:	6033114																				
Patent Number:	7578428																				
CORRESPONDENCE DATA																					
Fax Number:	(800)516-6304																				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																					
Phone:	614-280-3303																				
Email:	Michael.Violet@wolterskluwer.com																				
Correspondent Name:	Michael Violet																				
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OP \$360.00 4991980

501427916

PATENT
REEL: 025751 FRAME: 0451

Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
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Total Attachments: 4
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GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of February 1, 2011, by PDOC, LLC (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations.

W I T N E S S E T H :

WHEREAS, reference is made to that certain Notes Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Notes Security Agreement") among PACKAGING DYNAMICS CORPORATION, a Delaware corporation, the Grantors from time to time party thereto, and U.S. BANK NATIONAL ASSOCIATION as Secured Notes Collateral Agent.

Grantor is required to execute and deliver to the Secured Notes Collateral Agent this Patent Security Agreement for the benefit of the holders of the Secured Obligations.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Notes Security Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Grantor hereby grants to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Patents (collectively, the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including those Patents set forth in Schedule I.

3. **NOTES SECURITY AGREEMENT.** The security interests granted pursuant to this Patent Security Agreement are granted in furtherance, and not in limitation of the security interests granted to the Secured Notes Collateral Agent, for the benefit of the holders of the Secured Obligations on behalf of itself and the other Secured Parties, pursuant to the Notes Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Notes Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

4. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PDOC, LLC

By: 

Name: Patrick T. Chambliss
Title: Vice President, Chief Financial
Officer, and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois

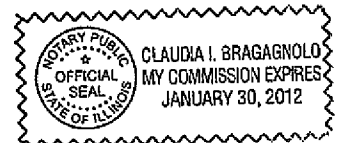
COUNTY OF Cook } ss.

On this 28 day of Jan, 2011 before me personally appeared Patrick T. Chambliss who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

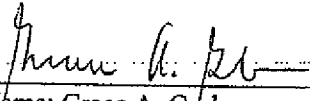
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[SIGNATURES CONTINUED ON NEXT PAGE]



ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION, as
Notes Collateral Agent

By: 
Name: Grace A. Gorka
Title: Vice President, Corporate Trust
Services

SCHEDULE I
to
PATENT SECURITY AGREEMENT

PATENT APPLICATIONS, ISSUED PATENTS AND LICENSES

<u>Patent Title</u>	<u>Owner</u>	<u>Application No.</u>	<u>Filed</u>	<u>Patent No.</u>	<u>Issued</u>
Bag with Auxiliary Pocket and Viewing Window	PDOC, LLC	07/390,823	8/8/1989	4,991,980	2/12/1991
Coupon Pocket Bag	PDOC, LLC	07/464,373	1/12/1990	4,993,845	2/19/1991
Window-Style Bag with Integral Coupon	PDOC, LLC	07/390,826	8/8/1989	5,009,518	4/23/1991
Bag Construction with Auxiliary Flap	PDOC, LLC	07/823,624	1/21/1992	5,163,756	11/17/1992
Openable Bag Construction	PDOC, LLC	08/087,313	7/8/1993	5,335,996	8/9/1994
Method of Making Window Bag Assembly with High Resolution Graphic Content Replicating Indicia	PDOC, LLC	07/887,953	5/26/1992	5,365,720	11/22/1994
Openable Bag Construction	PDOC, LLC	08/924,970	9/8/1997	5,988,882	11/23/1999
Window Bag with Polyester Lining and Method of Forming Same	PDOC, LLC	09/009,699	1/20/1998	6,033,114	3/7/2000
Carry-Out Food Container with Structural Insert	PDOC, LLC	11/054,698	2/10/2005	7,578,428	8/25/2009