

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chesapeake Corporation		02/23/2004	CORPORATION: VIRGINIA

RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association
Street Address:	301 South College Street
Internal Address:	One Wachovia Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1426587	CHESAPEAKE
Registration Number:	1447405	CHESAPEAKE
Registration Number:	1433413	FLEX-O-GLOW
Registration Number:	1914017	STONEHOUSE

CORRESPONDENCE DATA	
Fax Number:	(646)848-5329
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-848-5329
Email:	thrivnak@shearman.com
Correspondent Name:	Tamara L. Hrivnak
Address Line 1:	599 Lexington Avenue
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	5604-26
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NAME OF SUBMITTER:	James Henry Lik
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Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 23, 2004, is made between CHESAPEAKE CORPORATION, a Virginia corporation (the "Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of February 23, 2004 (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Chesapeake Corporation (the "U.S. Borrower"), Chesapeake U.K. Holdings Limited ("U.K. Holdings"), Chesapeake UK Acquisitions plc ("U.K. Acquisitions"), Boxmore International Limited ("Boxmore") and Field Group plc ("Field"), and together with the U.S. Borrower, U.K. Holdings, U.K. Acquisitions and Boxmore, each sometimes referred to herein as a "Borrower" and, collectively, sometimes referred to herein as the "Borrowers"), the various financial institutions and other Persons party thereto, the Administrative Agent, and other agents party thereto, the Lenders, the Issuer and the Loan Note Guarantor have extended Commitments to make and maintain Credit Extensions to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Security Agreement, dated as of February 23, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of new, and to the continuation of existing, Credit Extensions under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (a) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrowers pursuant to the Credit Agreement, and (b) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, 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 incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the

Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver

to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement.

[signature page follows]

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.

\* CHESAPEAKE CORPORATION

By 

Title, Executive Vice President, Secretary & General Counsel

WACHOVIA BANK, NATIONAL ASSOCIATION  
as Administrative Agent

By   
Title: Leanne S. Phillips, Vice President

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

1. Chesapeake Corporation

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	CHESAPEAKE	1,426,587	01/27/87
U.S.A.	CHESAPEAKE	1,447,405	07/14/87
U.S.A.	FLEX-O-GLOW	1,433,413	03/17/87
U.S.A.	KENTLAND	Virginia Reg. No. 2864	03/06/01
U.S.A.	RESOURCES	Maryland Reg. No. 1995-7783	07/17/95
U.S.A.	RESOURCES	Virginia Reg. No. 0795	06/27/95
U.S.A.	STONEHOUSE	1,914,017	08/22/95
U.S.A.	STONEHOUSE	Virginia Reg. No. 2898	01/14/91
U.S.A.	THE VILLAGES AT KENTLAND	Virginia Reg. No. 2863	03/09/01

2. Cary St. Company: None.

3. Chesapeake Display and Packaging Company: None.

4. Chesapeake Forest Products Company LLC: None.

5. Chesapeake International Holding Company: None.

6. Delmarva Properties, Inc.: None.

7. Green Printing and Packaging Company: None

8. Stonehouse Inc.: None.

9. WTM I Company: None.

10. Chesapeake Corporation (DC): None.



11. Chesapeake Corporation (Illinois): None.
12. Chesapeake Corporation (Louisiana): None.
13. Chesapeake Corporation (Mass.): None.
14. Chesapeake Corporation (Wisc.): None.
15. Chesapeake Recycling Co.: None.
16. Chesapeake Assets Company: None.
17. The Chesapeake Corporation of Virginia: None.

Item B. Trademark Licenses

None.