

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLUEGRASS CONTAINER HOLDINGS, LLC.		06/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
BLUEGRASS CONTAINER COMPANY, LLC.		06/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
BLUEGRASS MILLS HOLDINGS COMPANY, LLC		06/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
BLUEGRASS FLEXIBLE PACKAGING COMPANY, LLC.		06/30/2006	LIMITED LIABILITY COMPANY:
BLUEGRASS MULTIWALL BAG COMPANY, LLC.		06/30/2006	LIMITED LIABILITY COMPANY:
BLUEGRASS LABELS COMPANY, LLC		06/30/2006	LIMITED LIABILITY COMPANY:
BLUEGRASS FOLDING CARTON COMPANY, LLC.		06/30/2006	LIMITED LIABILITY COMPANY:
BLUEGRASS CONTAINER CANADA HOLDINGS, LLC.		06/30/2006	LIMITED LIABILITY COMPANY: NOVA SCOTIA

RECEIVING PARTY DATA

Name:	LEHMAN COMMERCIAL PAPER INC., as Second Lien Collateral Agent
Street Address:	745 Seventh Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2562559	LITHOFLUTE
Registration Number:	1516386	MASTERCOAT
Registration Number:	2416232	PAPER CAN

CH \$565.00 2562559

Registration Number:	640708	LUSTERGRIP
Registration Number:	780238	FORCE FLOW
Registration Number:	1364462	CAP-SAC
Registration Number:	1412274	STONE-TITE
Registration Number:	1664118	KITCHEN MASTER
Registration Number:	1949831	THE YARD MASTER
Registration Number:	1982563	SONI-LOK
Registration Number:	2189462	SONI-SEAL
Registration Number:	2370346	PEEL PAK
Registration Number:	1682947	FILTER-PLY
Registration Number:	1456519	MILROL
Registration Number:	1736655	ECO-SAC
Registration Number:	1672595	AT BARRIER-SAC
Registration Number:	1492914	DI-NA-CAL
Serial Number:	78750673	SHAPEFX
Serial Number:	78750676	SHAPEFX
Serial Number:	78880703	MASTER IMPRESSIONS
Serial Number:	78884979	CONTAINER CORPORATION OF AMERICA
Serial Number:	78884991	CCA

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	364272
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/26/2006

Total Attachments: 15
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BLUEGRASS CONTAINER HOLDINGS, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

LEHMAN COMMERCIAL PAPER, INC., AS SECOND LIEN COLLATERAL
Name: AGENT

Internal Address: _____
Address: _____

Street Address: 745 SEVENTH AVE

City: NEW YORK State: NY Zip: 10019

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 6-30-06

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 3.41).....\$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

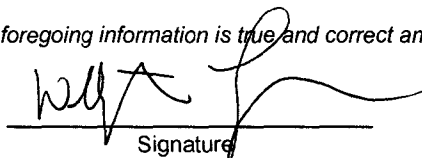
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

WELLINGTON LYONS

Name of Person Signing


Signature

7-25-06

Date

14

Total number of pages including cover sheet, attachments, and document:

SECOND-LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2006, among BLUEGRASS CONTAINER HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), BLUEGRASS CONTAINER COMPANY, LLC, a Delaware limited liability company (the "Company"), the subsidiaries of the Company listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to the Second-Lien Security Agreement, dated as of June 30, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second-Lien Security Agreement"), among Holdings, the Company, Bluegrass Mills Holdings Company, LLC, a Delaware limited liability company, each of the other subsidiaries of the Company listed on Annex A thereto and the Collateral Agent. The Lenders have severally agreed to make loans to the Borrowers and the Letter of Credit Issuer has agreed to issue letters of credit for the account of the Company (collectively, the "Extensions of Credit") subject to the terms and conditions set forth in the Second-Lien Credit Agreement, dated as of June 30, 2006 (as amended, supplemented or otherwise modified from time to time (the "Second-Lien Credit Agreement")), among Holdings, the Company, Bluegrass Mills Holdings Company, LLC, a Delaware limited liability company, Bluegrass Container Canada Company, a Nova Scotia unlimited liability company, the lending institutions from time to time parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and Letter of Credit Issuer, J.P. Morgan Securities Inc., as Co-Lead Arranger and Joint Bookrunner, Lehman Brothers Inc., as Co-Lead Arranger and Joint Bookrunner, Banc of America Securities LLC, as Joint Bookrunner, Lehman Commercial Paper, Inc., as Co-Syndication Agent, and Bank of America, N.A., as Co-Syndication Agent. The obligations of the Lenders to make such Extensions of Credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the subsidiaries of the Company listed on Schedule I hereto are affiliates of the Borrowers, will derive substantial benefits from the Extensions of Credit to the Borrowers pursuant to the Second-Lien Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second-Lien Credit Agreement or Second-Lien Security Agreement. The rules of construction specified in Section 1.02(b) of the Second-Lien Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Second-Lien Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now

has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I,

(b) all goodwill associated therewith or symbolized thereby, and

(c) all trademark and service mark assets, rights and interests that uniquely reflect or embody goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Second-Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second-Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second-Lien Security Agreement, the terms of the Second-Lien Security Agreement shall govern.

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

BLUEGRASS CONTAINER HOLDINGS, LLC,

By: Edward B.
Name:
Title:

[[2616491]]

BLUEGRASS CONTAINER COMPANY, LLC,

By: Edward J. -

Name:

Title:

[[2616491]]

TRADEMARK
REEL: 003355 FRAME: 0065

BLUEGRASS MILLS HOLDINGS COMPANY,
LLC,

By: Edmond J.

Name:

Title:

[[2616491]]

TRADEMARK
REEL: 003355 FRAME: 0066

BLUEGRASS FLEXIBLE PACKAGING
COMPANY, LLC,

By: Edward J.
Name:
Title:

[[2616491]]

BLUEGRASS MULTIWALL BAG COMPANY,
LLC,

By: Edmond B.

Name:

Title:

[[2616491]]

TRADEMARK
REEL: 003355 FRAME: 0068

BLUEGRASS LABELS COMPANY, LLC,

By: Edward G.

Name:

Title:

[[2616491]]

BLUEGRASS FOLDING CARTON COMPANY,
LLC,

By: Edward Br.

Name:

Title:

[[2616491]]

TRADEMARK
REEL: 003355 FRAME: 0070

BLUEGRASS CONTAINER CANADA
HOLDINGS, LLC,

By: Edward J.
Name:
Title:

[[2616491]]

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent,

by

A handwritten signature in black ink, appearing to be 'LBR', written over a horizontal line.

Name:

Title:

[[2616491]]

Schedule I

<u>Subsidiary Parties</u>
Bluegrass Flexible Packaging Company, LLC
Bluegrass Multiwall Bag Company, LLC
Bluegrass Mills Holdings Company, LLC
Bluegrass Labels Company, LLC
Bluegrass Folding Carton Company, LLC
Bluegrass Container Canada Holdings, LLC

[[2619201]]

Schedule II

U.S. Trademarks Registrations

<u>Owner</u>	<u>Reg./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Bluegrass Container Company, LLC	<u>2,562,559</u>	Litho Flute	<u>4-16-02</u>	
Bluegrass Container Company, LLC	<u>78750673</u> <u>78750676</u>	ShapeFX		
Bluegrass Container Company, LLC	<u>1,516,386</u>	MasterCoat	<u>12-13-88</u>	
Bluegrass Container Company, LLC	<u>78880703</u>	Master Impressions		
Bluegrass Container Company, LLC	2,416,232	PAPER CAN	12-26-00	12-26-10
Bluegrass Container Company, LLC	640,708	LUSTERGRIP	1-29-57	1-29-07
Bluegrass Container Company, LLC	780,238	FORCE FLOW	11-17-64	11-17-14
Bluegrass Container Company, LLC	1,364,462	CAP-SAC	10-8-85	10-8-15
Bluegrass Container Company, LLC	1,412,274	STONE-TITE	10-7-86	10-7-06
Bluegrass Container Company, LLC	1,664,118	KITCHEN MASTER	11-12-91	11-12-11
Bluegrass Container Company, LLC	1,949,831	THE YARD MASTER	1-23-96	1-23-16
Bluegrass Container Company, LLC	1,982,563	SONI-LOK	6-25-96	6-25-06
Bluegrass Container Company, LLC	2,189,462	SONI-SEAL	9-15-98	9-15-08
Bluegrass Container	2,370,346	PEEL PAK	7-25-00	7-25-10

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Company, LLC

Bluegrass Container Company, LLC	1,682,947	FILTER-PLY	4-14-92	1-20-03
Bluegrass Container Company, LLC	1,456,519	MILROL	9-8-87	
Bluegrass Container Company, LLC	1,736,655	ECO-SAC	12-1-92	9-6-03
Bluegrass Container Company, LLC	1,672,595	AT BARRIER-SAC	1-21-92	7-27-98
Bluegrass Container Company, LLC	1,492,914	DI-NA-CAL	6-21-88	6-21-08

U.S. Trademark Applications

<u>Owner</u>	<u>Reg./App. No.</u>	<u>Description</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Bluegrass Container Company, LLC	78884979	Container Corporation of America		
Bluegrass Container Company, LLC	78884991	CCA		

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