

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Container Net, Inc.		12/29/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3043629	THERE AND BACK SAFE AND SOUND	
<b>Registration Number:</b>	3043628	AMERICAN CONTAINER NET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)258-5600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mashton@schiffhardin.com		
<b>Correspondent Name:</b>	Mark E. Ashton / Schiff Hardin LLP		
<b>Address Line 1:</b>	6600 Sears Tower		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	06984-0058-2437		
<b>NAME OF SUBMITTER:</b>	Mark E. Ashton		
<b>Signature:</b>	/Mark E. Ashton/		
<b>Date:</b>	01/17/2007		

**CH 3043629 \$65.00**

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2006, is made by **American Container Net, Inc.**, a Delaware corporation (the "Grantor"), in favor of **JPMorgan Chase Bank, N.A.** (the "Lender").

**RECITALS**

WHEREAS, the Grantor, ACN-Baltimore, LLC, a Delaware limited liability company ("Baltimore"), ACN-Charlotte, LLC, a Delaware limited liability company ("Charlotte"), ACN-Cleveland, LLC, a Delaware limited liability company ("Cleveland"), ACN-Columbus, LLC, a Delaware limited liability company ("Columbus"), ACN-Logistics, LLC, a Delaware limited liability company ("Logistics"), ACN-Pittsburgh, LLC, a Delaware limited liability company ("Pittsburgh"), ACN-Providence, LLC, a Rhode Island limited liability company ("Providence"), ACN-Richmond, LLC, a Delaware limited liability company ("Richmond" and, together with ACN, Baltimore, Charlotte, Cleveland, Columbus, Logistics, Pittsburgh and Providence, collectively, the "Borrowers" and, individually, a "Borrower"), have entered into a Credit Agreement dated as of December 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lender, pursuant to which the Lender has agreed to make certain loans to the Borrowers;

WHEREAS, the Grantor and other Borrowers have entered into a Pledge and Security Agreement dated as of December 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured;

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;
- (2) each trademark license granting to Grantor any rights in trademarks to which Grantor is a party, including, without limitation, each trademark license listed on Schedule 1 annexed hereto;


- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof, (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. Each of the Grantor and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

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

**AMERICAN CONTAINER NET, INC.**

By:   
Name: Michael Chapas  
Title: Secretary

Acknowledged and agreed to:

**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**AMERICAN CONTAINER NET, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to:

**JPMORGAN CHASE BANK, N.A.**

By: Jeff DeRose  
Name: Jeff DeRose  
Title: A.V.P.

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
There and Back Safe and Sound	3043629	January 17, 2006
American Container Net	3043628	January 17, 2006

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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 29 day of December, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Donald M. Salazar  
Notary Public

