

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caraustar Industries, Inc.		03/09/2009	CORPORATION:
Caraustar Custom Packaging Group, Inc.		03/09/2009	CORPORATION:
Caraustar Recovered Fiber Group, Inc.		03/09/2009	CORPORATION:
Caraustar Industrial and Consumer Products Group, Inc.		03/09/2009	CORPORATION:
Caraustar Mill Group, Inc.		03/09/2009	CORPORATION:
Sprague Paperboard, Inc.		03/09/2009	CORPORATION:
PBL Inc.		03/09/2009	CORPORATION:
Gypsum MGC, Inc.		03/09/2009	CORPORATION:
McQueeney Gypsum Company		03/09/2009	CORPORATION:
Federal Transport, Inc.		03/09/2009	CORPORATION:
Camden Paperboard Corporation		03/09/2009	CORPORATION:
Halifax Paper Board Company, Inc.		03/09/2009	CORPORATION:
Caraustar Custom Packaging Group (Maryland), Inc.		03/09/2009	CORPORATION:
Chicago Paperboard Corporation		03/09/2009	CORPORATION:
Paragon Plastics, Inc.		03/09/2009	CORPORATION:
Caraustar, G.P.		03/09/2009	General Partnership:
McQueeney Gypsum Company, LLC		03/09/2009	LIMITED LIABILITY COMPANY:
Austell Holding Company, LLC		03/09/2009	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA

CH \$115.00 3375552

Postal Code:	30339
Entity Type:	National Banking Association -- USA:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3375552	SAFEFACE MR
Registration Number:	3326683	ES NOW
Serial Number:	77652114	ES NATURAL
Serial Number:	77652132	ES CREAM

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 PHR&D
 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
Signature:	/ba/
Date:	03/12/2009

Total Attachments: 6
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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 Trademark Security Agreement among each of the Obligors 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 Trademark and Trademark Office ("USPTO") on April 18, 2006 at Reel/Frame 003291/0760 and 017487/0235, which amends and restates that certain Conditional Assignment and Trademark Security Agreement dated as of June 24, 2003, as recorded in the USPTO on August 11, 2003, at Reel/Frame number 002697/0394 (as at any time amended, restated, modified or supplemented, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Pursuant to Sections 2 and 3 of the Trademark Security Agreement, each of the Obligors is obligated to give notice to Agent whenever the such Obligor obtains rights to any new trademark, or becomes entitled to the benefit of any registration or application for registration or trademark for any re-issue, division, continuation, renewal, extension or continuation-in-part of any trademark or any improvement on any trademark, and Agent is entitled to modify the Trademark Security Agreement by amending Schedule A thereto to include the new trademarks or applications therefor, and the goodwill of the business symbolized by such trademarks.

Each of the Obligors acknowledges that it has obtained rights to the trademarks and trademark applications listed on the attached Schedule A-1. Agent and the Obligors agree to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Schedule A-1, and the goodwill of the business symbolized by such trademarks, as provided below.

Schedule A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks, registrations and trademark for registration thereof the trademarks, registrations and trademark for registration listed on Schedule A-1 attached hereto, and the goodwill of the business symbolized by such trademarks. Agent is hereby authorized to attach a copy of Schedule A-1 to the Trademark Security Agreement as a supplement to Schedule A thereto and

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to file a copy of the Trademark 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 Trademark Collateral"):

All trademarks, registrations and applications for registration thereof, together with the goodwill of the business symbolized by such trademarks, including, without limitation, the trademarks 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 proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

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

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.

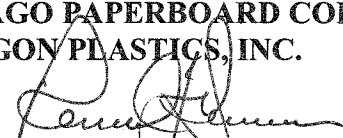
CAMDEN PAPERBOARD CORPORATION

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

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

McQUEENY 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

TRADEMARKS

<u>Record Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>
Caraustar Industries, Inc.	SAFEFACE MR	United States	3,375,552
Caraustar Industries, Inc.	ES NOW	United States	3,326,683

TRADEMARK APPLICATIONS

<u>Record Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>
Caraustar Industries, Inc.	ES NATURAL	United States	77/652,114
Caraustar Industries, Inc.	ES CREAM	United States	77/652,132