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## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
North America Packaging Corporation		06/16/2010	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Deutsche Bank Trust Company Americas, as collateral agent	
Street Address:	60 Wall Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10005	
Entity Type:	Federal Reserve Member: UNITED STATES	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1739416	NAMPAC
Serial Number:	77577629	ECO-PAIL

## **CORRESPONDENCE DATA**

Fax Number: (212)354-8113

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2128198200

Email: fcutajar@whitecase.com

Correspondent Name: White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patents & Trademarks

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1104031-0346

NAME OF SUBMITTER: Frances B. Cutajar

Signature: /Frances B. Cutajar/
TRADEMARK

900164855 REEL: 004226 FRAME: 0128

Date:	06/16/2010	
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**EXECUTION COPY** 

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, North America Packaging Corporation, a Delaware corporation

(the "Grantor") with principal offices at 4101 Lake Boone Trail, Suite 201, Raleigh, North

Carolina 27607, hereby pledges and grants to Deutsche Bank Trust Company Americas, as

Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the

"Grantee"), for the benefit of the Secured Creditors (as such term is defined in the U.S. Security

Agreement referred to below), a continuing security interest in all of the right, title and interest of

such Grantor in, to and under (i) the United States trademarks, trademark registrations and

trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds

(as such term is defined in the U.S. Security Agreement referred to below) and products of the

Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all

causes of action arising prior to or after the date hereof for infringement of any of the Marks or

unfair competition regarding the same (collectively, the "Mark Collateral").

THIS GRANT is made to secure the prompt and complete payment and

performance when due of all the Obligations of the Grantor, as such term is defined in the U.S.

Security Agreement among the Grantor, the other Grantors from time to time party thereto and

the Grantee, dated as of June 16, 2010 (as amended, modified, restated and/or supplemented

from time to time, the "U.S. Security Agreement"). Upon the occurrence of the Termination

Date (as defined in the U.S. Security Agreement), the Grantee shall execute, acknowledge, and

deliver to the Grantor an instrument in writing releasing the security interest in the Mark

Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to

the Grantee under the U.S. Security Agreement. The rights and remedies of the Grantee with

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respect to the security interest granted herein are as set forth in the U.S. Security Agreement, all

terms and provisions of which are incorporated herein by reference. In the event that any

provisions of this Grant are deemed to conflict with the U.S. Security Agreement, the provisions

of the U.S. Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of June, 2010.

NORTH AMERICA PACKAGING CORPORATION, Grantor

Name: Jeffrey M. O'Connell

Title: Vice President

Signature Page - Grant of Security Interest - Trudemarks

Deutsche Bank Trust Company Americas, as Collateral Agent and Grantee

Name:

Title:

Erin Morrissey Vice President

Name:

Title:

Carin Keegan

Director

# Schedule A

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
NAMPAC	U.S.	74/079242 7/16/1990	1739416 12/15/1992
ECO-PAIL	U.S.	77/577629 9/24/2008	

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RECORDED: 06/16/2010 REEL: 004226 FRAME: 0134