

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination of Security Interest (Trademarks)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as collateral agent		06/30/2010	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	Smurfit-Stone Container Corporation (formerly known as Smurfit-Stone Container Enterprises, Inc.)		
Street Address:	Six CityPlace Drive		
City:	Creve Coeur		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0200269		
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	1104031-0578		
NAME OF SUBMITTER:	Frances B. Cutajar		
Signature:	/Frances B. Cutajar/		

OP \$40.00 0200269

Date:

07/12/2010

Total Attachments: 6

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**TERMINATION OF SECURITY INTEREST
(Trademarks)**

This **TERMINATION OF SECURITY INTEREST**, dated as of June 30, 2010, is made by Deutsche Bank Trust Company Americas, as Collateral Agent (the "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Security Agreement, as applicable, referred to below.

WHEREAS, Smurfit-Stone Container Corporation ("SSCC"), Smurfit-Stone Container Enterprises, Inc. ("SSCE"), Smurfit-Stone Container Canada, Inc., the lenders from time to time party thereto, JPMorgan Chase Bank, the Collateral Agent and Deutsche Bank AG, Canada Branch entered into that certain Credit Agreement dated as of November 1, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, SSCC, SSCE, the other subsidiaries of SSCC from time to time party thereto and the Collateral Agent entered into that certain Guarantee and Collateral Agreement (U.S.), dated as of November 1, 2004 (the "Security Agreement");

WHEREAS, SSCC, SSCE, and the other subsidiaries of SSCC from time to time party thereto, all Delaware corporations (collectively the "Grantors"), have granted to the Collateral Agent pursuant to the Security Agreement and that certain Trademark Security Agreement (U.S.), dated as of November 1, 2004, between the Grantors party thereto and the Collateral Agent a security interest (the "Security Interest") in certain trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, 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, and all extensions and renewals thereof ("Trademarks");

WHEREAS, the Security Interest granted to the Collateral Agent was recorded at the United States Patent and Trademark Office on November 29, 2004 at Reel 003162 and Frame 0211; and

WHEREAS, in connection with the payment in full in cash of the Loans and all the other Loan Documents Obligations and the termination of all Commitments, the Collateral Agent has agreed to terminate and release (without recourse and without any representation or warranty) its Security Interest in the Trademarks set forth on Schedule A attached hereto;

NOW, THEREFORE, for good and valuable consideration, the Collateral Agent hereby terminates, releases, cancels, relinquishes and discharges (without recourse and without any representation or warranty) its Security Interest, and any right, title or interest of the Collateral Agent, in the following Trademarks:

1. all of the Grantors' Trademarks identified on Schedule A attached hereto;

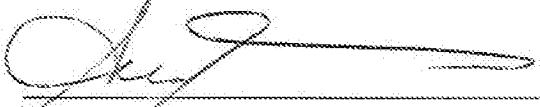
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark identified on Schedule A attached hereto; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark identified on Schedule A attached hereto or (ii) injury to the goodwill associated with any Trademark identified on Schedule A attached hereto.

The Collateral Agent agrees to execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination and release.

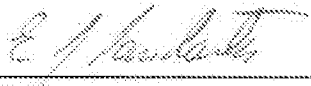
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: 

Name: Erin Morrissey
Title: Vice President

By: 

Name: Enrique Landaeta
Title: Vice President

Schedule A

to Termination of Security Interest

Trademarks:

Recorded 11/29/04 at Reel 003162 / Frame 0211

Smurfit-Stone Container Enterprises, Inc.

Mark	Registration No.	Registration Date
Manf. Stamp	200,269	
PACKOMATIC	275,550	9/23/1930
CONCORA	320,966	
STONE-WALL	639,197	
LUSTERGRIP	640,708	
STONE-COR	664,579	
STONE-COR	664,580	
SEAL-WALD	768,936	
CONCORA	769,413	
PALAPAD	771,581	
SEAL-SHEEN	780,101	
FORCE FLOW	780,238	
CORRU FRAME	783,450	
SWF	797,809	
SEAL-GLO	800,595	
CONCORA-CHEM	806,953	
LINACOR	822,882	
S (Design)	839,848	
POLAR-CORE	843,059	
CONTAINERVAC	855,365	
MEAD POLAR-CORR	858,464	
PRODUCE-PAK	861,217	12/3/1968
RAP-A-MAT	915,550	6/29/1971
RAP-A-MAT	942,326	9/5/1972
RC 100	991,383	
OXY-BRITE	999,471	
STONE (and Design)	1,049,009	
STONE	1,057,592	
SG (Words only)	1,152,398	4/28/1981
LUG MASTER	1,279,828	
ALDEX	1,280,718	
CCA & Design	1,284,265	
SECCAPRINT	1,296,179	
STACCA	1,301,620	
SG & Design	1,334,223	
DYNA STAK	1,335,491	5/14/1985
CAP-SAC	1,364,462	
KOOLERBAG	1,387,873	
HYDROCORR	1,391,574	4/29/1986
PREPRINT (and Design)	1,393,224	
CORDECK	1,404,991	8/12/1986

Mark	Registration No.	Registration Date
STONE-TITE	1,412,274	
CONCORA MASTERPRINT	1,421,909	
CORRMAX	1,437,294	4/21/1987
STACKOR	1,444,099	6/23/1987
CONDUCT COR	1,449,648	
DURA-CORR	1,462,779	
TRI-LITE	1,476,840	
DI-NA-CAL	1,492,914	
CONCORA MASTERVAC	1,495,091	
CONCORA MASTERWITE	1,495,097	
MASTERCOAT	1,516,386	
CORNERSTONE	1,645,986	
STONE CONTAINER CORPORATION	1,647,891	6/18/1991
STONE CONTAINER CORPORATION	1,648,859	6/25/1991
STONE CONTAINER CORPORATION	1,649,531	7/2/1991
KITCHEN MASTER	1,664,118	
STONE CONTAINER CORPORATION	1,668,470	12/17/1991
STONE CONTAINER CORPORATION	1,671,519	1/14/1992
STONE	1,686,352	5/12/1992
ROLL CRADLE	1,691,495	6/9/1992
STONE CONTAINER CORPORATION	1,717,973	9/22/1992
SMURFIT RECYCLING	1,734,154	11/17/1992
CORDECK 4 & Design	1,758,313	3/16/1993
MASTERBRITE	1,804,465	11/16/1993
THE YARD MASTER	1,949,831	
SONI-LOK	1,982,563	
ANDERSOFT	2,152,408	4/21/1998
CROSSDOCKER	2,164,255	
CORDECOR	2,168,308	
META	2,173,188	7/14/1998
SONI-SEAL	2,189,462	
SKU-MASTER	2,191,265	
PEEL-N-POUR	2,220,613	
MIST WITE	2,227,190	
YARNPAK	2,297,083	
THE COMPLETE PACKAGE	2,360,665	
TURF TUBES	2,363,457	
PEEL PAK	2,370,346	
HARDFLUT	2,395,397	
SOFTFLUT	2,401,744	
PAPER CAN	2,416,232	
LITHOFLUTE	2,562,559	
GRAFX-LAM	2,581,876	
GRAFX-CORR	2,581,881	
PAPERWISE	2,585,074	
DESIGN BANK	2,714,173	5/6/2003
YOUR PAPERBOARD SOLUTIONS COMPANY (AND DESIGN)	2,900,184	11/2/2004
YOUR PAPERBOARD SOLUTIONS COMPANY (AND DESIGN)	2,913,504	12/21/2004
PANAFLUFF	3,121,195	7/25/20006
PANASOFT	3,124,018	8/1/2006

Mark	Registration No.	Registration Date
SMART DISPLAY	3,209,463	2/13/2007

Smurfit-Stone Container Corporation

Mark	Registration No.	Registration Date
TUFF-TRAVELER	2406399	11/21/2000
SMURFIT-STONE CONTAINER CORPORATION	2540794	2/19/2002
SMURFIT-STONE CONTAINER CORPORATION	2540795	
SMURFIT-STONE CONTAINER CORPORATION	2543229	2/26/2002
SMURFIT-STONE CONTAINER CORPORATION	2543230	
SMURFIT-STONE CONTAINER CORPORATION	2547625	
SMURFIT-STONE CONTAINER CORPORATION	2576409	
SMURFIT-STONE CONTAINER CORPORATION	2579054	6/11/2002
SMURFIT-STONE	2677299	
DESIGN/BETTER/FASTER	2713227	
CUSTOMER ONE and Design	2786934	

Trademarks Applications:

Recorded 11/29/04 at Reel 003162 / Frame 0211

Smurfit-Stone Container Enterprises, Inc.

Mark	Application No.	Application Date
YOUR PAPERBOARD SOLUTIONS COMPANY & Design	76/307795	8/31/2001
YOUR PAPERBOARD SOLUTIONS COMPANY	76/307794	8/31/2001
SMARTDISPLAY	76/542566	9/5/2003

Smurfit-Stone Container Corporation

Mark	Application No.	Application Date
PANAFLUFF	76/573689	1/28/2004
PANASOFT	76/573041	1/28/2004
121	76/594911	5/28/2004
INOVATION TO	76/594910	5/28/2004
IMPLEMENTATION	76/423410	6/20/2002