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
BagcraftPapercon IV, LLC		110/01/2010 I	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas	
Street Address:	60 Wall Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10005	
Entity Type:	National Banking Association:	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1854174	ECOPAC
Registration Number:	0309329	KITCHEN CHARM

CORRESPONDENCE DATA

Fax Number: (617)235-9493

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

Phone: 212 596 9478

Email: trademarks@ropesgray.com

Correspondent Name: Inna Barmash

Address Line 1: 1211 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036-8704

ATTORNEY DOCKET NUMBER:	KOLC-038-020
NAME OF SUBMITTER:	Inna Barmash
Signature:	/Inna Barmash/
	TRADEMARK

TRADEMARK REEL: 004293 FRAME: 0153 \$65.00 1854174

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Date:	10/08/2010
Total Attachments: 5 source=Security Agreement 1st lien#page1 source=Security Agreement 1st lien#page2 source=Security Agreement 1st lien#page3 source=Security Agreement 1st lien#page4 source=Security Agreement 1st lien#page5	tif tif tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 1, 2010 by BAGRCRAFTPAPERCON IV, LLC (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 9, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Term Security Agreement") among PACKAGING DYNAMICS CORPORATION, a Delaware corporation ("Packaging"), KIPB HOLDINGS, INC., a Delaware corporation ("Holdings"), CERTAIN SUBSIDIARIES OF HOLDINGS FROM TIME TO TIME PARTY THERETO, and DEUTSCHE BANK TRUST COMPANY AMERICAS ("DBTCA") as Term Collateral Agent, (together with its permitted successors in such capacity, the "Term Collateral Agent") under the Credit and Guaranty Agreement, dated as of June 9, 2006 among Packaging, Holdings, certain subsidiaries of Holdings, the Lenders party thereto from time to time, DEUTSCHE BANK SECURITIES INC. and JEFFERIES FINANCE LLC, as Joint Lead Arrangers and Joint Book Running Managers, JEFFERIES & COMPANY, INC., as Syndication Agent, and DBTCA, as the Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement").

The Grantor is required to execute and deliver to the Term Collateral Agent this Grant of Security Interest in Trademarks for the benefit of the holders of the First Priority Lien Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

- 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Security Agreement, and, if not therein defined, in the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL..
- a. The Grantor hereby grants to the Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

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- i. all United States federal and state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);
- ii. the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;
- iii. all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;
- iv. any and all agreements granting any right in, to or under Trademarks to which the Grantor is a party (whether such Grantor is a licensee or a licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time); and
- v. to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.
- granted pursuant to this Grant of Security Interest in Trademarks are granted in conjunction with the security interests granted to the Term Collateral Agent, for the benefit of the holders of the First Priority Lien Obligations, on behalf of itself and the other Secured Parties, pursuant to the Term Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Term Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Grant of Security Interest in Trademarks is deemed to conflict with the Term Security Agreement, the provisions of the Term Security Agreement shall control.
- 4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks conform all subsequent signature pages to be executed and delivered by its duly authorized officer as of the date first set forth above.

BACTRAFTPAPERCON IV, LLC

By:

Name: Patrick T. Chambliss Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF 2/1/22/2)

MY COMMISSION EXPAG JANUARY 30, 2012

COUNTY OF 4

SS.

On this Aday of [], 20 before me personally appeared a proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

(seal)

ATURES CONTINUED ON NEXT PAGE]

Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Term Collateral Agent

-Name: Title: Erin Morrissey Vice President

Bv:

Name: Title:

\$20tive Lindsey Director

Trademark Security Agreement

SCHEDULE I

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TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

Trademark	Country	Status	Registration Number
ECOPAC	USA	Registered	1,854,174
KITCHEN CHARM	USA	Registered	309,329

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RECORDED: 10/08/2010