

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
REVERE PACKAGING, LLC		12/09/2011	LIMITED LIABILITY COMPANY: KENTUCKY
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK, NATIONAL ASSOCIATION		
Street Address:	2000 McKinney Avenue, Suite 700		
Internal Address:	Attention: Paul Howell		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3611403	REVERE 1801	
CORRESPONDENCE DATA			
Fax Number:	(214)651-5940		
Phone:	214.651.5000		
Email:	ipdocketing@haynesboone.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Lisa N. Congleton		
Address Line 1:	Haynes and Boone, LLP		
Address Line 2:	2323 Victory Ave., Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	26827.131		
NAME OF SUBMITTER:	Lisa N. Congleton		

OP \$40.00 3611403

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**TRADEMARK
 REEL: 004677 FRAME: 0202**

Signature:	/Lisa N. Congleton/
Date:	12/13/2011
Total Attachments: 6 source=Trademark Security Agreement (Executed)#page1.tif source=Trademark Security Agreement (Executed)#page2.tif source=Trademark Security Agreement (Executed)#page3.tif source=Trademark Security Agreement (Executed)#page4.tif source=Trademark Security Agreement (Executed)#page5.tif source=Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of December 9, 2011, by REVERE PACKAGING, LLC, a Kentucky limited liability company ("*Grantor*"), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association ("*Lender*"), on behalf of itself and its Affiliates ("*Secured Party*").

W I T N E S S E T H:

WHEREAS, Grantor, Revere Packaging Holdings, LLC, a Delaware limited liability company ("*Holdings*", Grantor and Holdings are collectively, "*Borrowers*") and Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated or modified from time to time, the "*Credit Agreement*");

WHEREAS, Grantor is entering into this Trademark Security Agreement in order to, among other things, induce Lender to enter into and extend credit to Borrowers under the Credit Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*");

(a) all of Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "*Trademarks*"), and licenses for any of the foregoing ("*Licenses*"), including those U.S. trademarks and U.S. trademark applications referred to on *Schedule I* hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Secured Party within thirty (30) days after the end of each fiscal quarter with respect to any new registered U.S. Trademarks, U.S. trademark applications and Licenses for registered Trademarks from such fiscal quarter. Without limiting Grantor's obligations under this *Section 5*, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending *Schedule I* to include any such new registered U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications and Licenses for registered Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend *Schedule I* shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on *Schedule I*.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Security Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Security Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Security Document refer to this Trademark Security Agreement or such other Security Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Security Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Security Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Security Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the priority of the security interest granted to Secured Party in the Trademark Collateral pursuant to this Trademark Security Agreement and the exercise, after the occurrence and during the continuance of an Event of Default, of any right or remedy by Secured Party with respect to certain of the Trademark Collateral hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement with respect to (a) the priority of security interests granted to Secured Party in the Trademark Collateral pursuant to this Trademark Security Agreement or (b) the rights of Secured Party under this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control. Any reference in this Trademark Security Agreement to "first priority lien" or words of similar effect in describing the security interest in the Trademark Collateral created hereunder shall be understood to refer to such priority as set forth in the Intercreditor Agreement. All representations, warranties and covenants in this

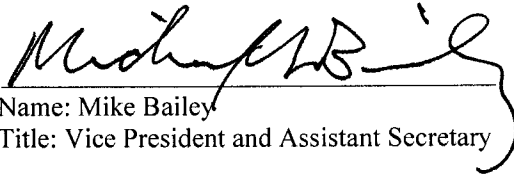
Trademark Security Agreement shall be subject to the provisions and qualifications set forth in this **Section 8**. Nothing in this **Section 8** shall be construed to provide that Grantor is a third party beneficiary of the provisions of the Intercreditor Agreement and Grantor (a) agrees that, except as expressly otherwise provided in the Intercreditor Agreement, the terms of the Intercreditor Agreement shall not give Grantor any, nor modify any, substantive rights vis-à-vis Secured Party, or any obligations or liabilities owing to Secured Party, under this Trademark Security Agreement and (b) if Secured Party shall enforce its rights or remedies in violation of the terms of the Intercreditor Agreement, agrees that it shall not use such violation as a defense to any enforcement of remedies otherwise made in accordance with the terms of this Trademark Security Agreement by Secured Party or assert such violation as a counterclaim or basis for set-off or recoupment against Secured Party and agrees to abide by the terms of this Trademark Security Agreement and to keep, observe and perform the several matters and things herein intended to be kept, observed and performed by it; provided, however, no Default or Event of Default shall arise as a result of Grantor complying with the provisions of the Intercreditor Agreement.

Remainder of page intentionally left blank; signature page follows.

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

GRANTOR:

REVERE PACKAGING, LLC,
a Kentucky limited liability company

By: 
Name: Mike Bailey
Title: Vice President and Assistant Secretary

ACCEPTED AND
ACKNOWLEDGED BY:

TEXAS CAPITAL BANK,
NATIONAL ASSOCIATION,
a national banking association


By: 

Name: Paul Howell

Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner	Country	Description of Trademark	Registration Number	Registration Date
Revere Packaging, LLC	United States	1801 REVERE and Design 	3611403	4/28/2009