

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orange County Container Group LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch		
Street Address:	Winchester House		
Internal Address:	1 Great Winchester Street		
City:	EC2N 2DB London		
State/Country:	UNITED KINGDOM		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2738356	TEXBAKE	
Registration Number:	2727845	TEXCOAT	
Registration Number:	2727898	TEXGUARD	
Registration Number:	2744014	TRIBAR	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	047961-0031		

OP \$115.00 2738356

DOMESTIC REPRESENTATIVE

Name: Julie L. Dalke of Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	01/18/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2012 (this "Agreement"), is made by ORANGE COUNTY CONTAINER GROUP LLC ("Grantor") in favor of DEUTSCHE BANK AG, LONDON BRANCH, as Security Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to the terms of that certain Senior Facility Agreement dated as of November 30, 2005 (as amended by an amendment letter dated February 27, 2006 and by an amendment agreement dated November 20, 2006 and as amended and restated by amendment and restatement agreements dated January 31, 2007, July 18, 2007, July 2, 2009, November 11, 2009 and March 1, 2012) between, among others, Smurfit Kappa Corporation Limited (the "Parent"), Smurfit Kappa Acquisitions (the "Company"), the other parties named therein as Original Borrowers and Original Guarantors, Deutsche Bank AG, London Branch, Citigroup Global Markets Limited, Credit Suisse First Boston International and J.P. Morgan PLC as Mandated Lead Arrangers and Deutsche Bank AG, London Branch as Issuing Bank, Facility Agent and Security Agent (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Senior Facility Agreement"), the Lenders (as defined therein) have severally agreed to make extensions of credit to the Borrowers (as defined therein) upon the terms and subject to the conditions set forth therein.

WHEREAS, pursuant to the terms of that certain Priority Agreement dated November 30, 2005 (as amended by a deed of amendment and restatement dated July 2, 2009) (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Priority Agreement") between, among others, the Parent, the Company, the Obligors, the Hedging Banks, the Junior Creditor, the Senior Agent and the Security Agent (each as defined in the Priority Agreement), the parties thereto agreed to, inter alia, enter into certain ranking, priority and other arrangements in the manner specified therein with respect to the Secured Obligations defined therein arising from the Secured Instruments, including, without limitation, the Senior Finance Documents, the Note Documents, the Secured Refinancing Bond Documents and the Hedging Documents (each as defined in the Priority Agreement);

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Senior Facility Agreement, the Grantor and other parties entered into a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") between the Grantor, the other parties thereto and the Agent, pursuant to which the Grantor assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Senior Facility Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF

A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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.

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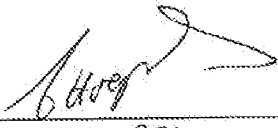
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ORANGE COUNTY CONTAINER GROUP LLC,
as Grantor**

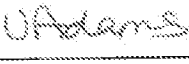
By: *B. M. L.*
Name:
Title:

Accepted and Agreed:

DEUTSCHE BANK AG, LONDON BRANCH,
as Agent

By: 

Name: C. HOEPFEL
Title: V.P.

By: 

Name: V. Adams
Title: A.V.P.

Signature page to U.S. Trademark Security Agreement

SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Title	Filing Date/Issued Date	Status	Application/Registration No.
Orange County Container Group LLC	Canadian Registered Trademark for PAPERLOGIC	September 22, 2005	Registered	TMA750047
Orange County Container Group LLC	Chinese Registered Trademark for PAPERLOGIC			4924560
Orange County Container Group LLC	European Community Registered Trademark for PAPERLOGIC	September 9, 2005	Registered	4662326
Orange County Container Group LLC	U.S. Registered Trademark for TEXBAKE	September 20, 2001	A Sections 8 and 15 combined declaration has been accepted and acknowledged	2738356
Orange County Container Group LLC	U.S. Registered Trademark for TEXCOAT	May 02, 2001	A Sections 8 and 15 combined declaration has been accepted and acknowledged	2727845
Orange County Container Group LLC	U.S. Registered Trademark for TEXGUARD	July 06, 2001	A Sections 8 and 15 combined declaration has been accepted and acknowledged	2727898
Orange County Container Group LLC	U.S. Registered Trademark for TRIBAR	September 20, 2001	A Sections 8 and 15 combined declaration has been accepted and acknowledged	2744014