

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326903

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graphic Packaging Holding Company		10/01/2014	CORPORATION: DELAWARE
Graphic Packaging Corporation		10/01/2014	CORPORATION: DELAWARE
Graphic Packaging International, Inc.		10/01/2014	CORPORATION: DELAWARE
Bluegrass Labels Company, LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
Field Container Queretaro (USA), L.L.C.		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	135 S. LaSalle Street
<b>Internal Address:</b>	IL4-135-09-61
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Registration Number:</b>	1257516	SUS
<b>Registration Number:</b>	4589522	SHARK FIN
<b>Registration Number:</b>	4440335	MARKSMAN
<b>Registration Number:</b>	4426334	FLEXPLACE
<b>Registration Number:</b>	4374506	GRAPHIC FLEXIBLE PACKAGING
<b>Registration Number:</b>	4374505	GRAPHIC FLEXIBLE PACKAGING
<b>Registration Number:</b>	4293246	TITE-PAK
<b>Registration Number:</b>	4189480	
<b>Registration Number:</b>	4043455	INNOGATE
<b>Registration Number:</b>	4246554	MICROFLEX-Q
<b>Registration Number:</b>	4276252	FLEXSLEEVE
<b>Registration Number:</b>	3998625	CAP-IT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3501783	MINNESOTA AUTOMATION

**CORRESPONDENCE DATA**

**Fax Number:** 7044448857

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 7043432104

**Email:** twitcher@mcguirewoods.com

**Correspondent Name:** Terry L. Witcher, Paralegal

**Address Line 1:** McGuireWoods LLP

**Address Line 2:** 201 N. Tryon Street, Suite 3000

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	2068279-2000
<b>NAME OF SUBMITTER:</b>	Terry L. Witcher
<b>SIGNATURE:</b>	/s/ Terry L. Witcher
<b>DATE SIGNED:</b>	12/22/2014

**Total Attachments: 12**

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**NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of October 1, 2014, is made by each of the undersigned (each a "Granting Party" and collectively, the "Granting Parties"), in favor of Bank of America, N.A. (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders"), parties to the Second Amended and Restated Credit Agreement, dated as of October 1, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Graphic Packaging International, Inc., a Delaware corporation (the "Company"), certain Subsidiaries of the Company from time to time party thereto (together with the Company, the "Borrowers"), the Agent, and the Lenders from time to time party thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Graphic Packaging Holding Company, Graphic Packaging Corporation, the Company and certain of its Subsidiaries executed and delivered a Second Amended and Restated Guarantee and Collateral Agreement, dated as of October 1, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Granting Party has granted to the Agent a security interest in its Intellectual Property, including the Trademarks and Trademark Applications set forth on Exhibit A attached hereto; and

WHEREAS, each Granting Party has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to continue and to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Granting Parties agree, for the benefit of the Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Granting Party hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by each Granting Party in the ordinary course of its business, it granted to

the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of such Granting Party (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Granting Party under or in any Trademarks or Trademark Licenses with Persons other than a Subsidiary of the Company for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademarks or Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Granting Parties for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Each Granting Party does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks and Trademark Applications are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


**[Signatures on Following Pages]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

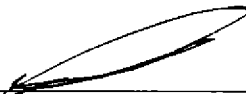
GRAPHIC PACKAGING HOLDING COMPANY

By:   
Name: David W. Scheble  
Title: President & Chief Executive Officer

GRAPHIC PACKAGING CORPORATION

By:  \_\_\_\_\_  
Name: David W. Scheible \_\_\_\_\_  
Title: President & Chief \_\_\_\_\_  
Executive Officer \_\_\_\_\_

GRAPHIC PACKAGING INTERNATIONAL, INC.

By:   
Name: David W. Scheible  
Title: President & Chief Executive Officer

BLUEGRASS LABELS COMPANY, LLC

By: \_\_\_\_\_

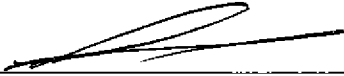
Name: David W. Scheible  
President & Chief

Title: Executive Officer

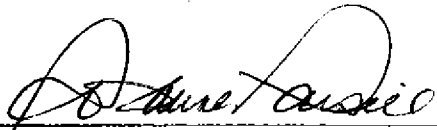
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FIELD CONTAINER QUERETARO (USA), L.L.C.


By:   
Name: \_\_\_\_\_ David W. Scheible \_\_\_\_\_  
Title: \_\_\_\_\_ President & Chief \_\_\_\_\_  
Executive Officer \_\_\_\_\_



BANK OF AMERICA, N.A., as Administrative  
Agent



By:   
Name: Rosanne Parsill  
Title: Vice President

**SCHEDULE A  
TRADEMARKS AND TRADEMARK APPLICATIONS**

**Graphic Packaging International, Inc. – Issued Trademarks**

Trademark	Application No.	Registration No.
COMPOSIPAC	74571091	1917909
E-COAT	74561576	2182579
QWIK WAVE	74522445	2012325
PACESETTER	74323954	1789356
MICRORITE	74251478	2058505
MICROFLEX	74004241	1629116
QWIK CRISP	73369529	1283374
FRESHGARD	73169686	1121443
KOLD-LOK	73023993	1012922
CHARGER	73712819	1503611
<del>DIANA CAL</del>	<del>73682113</del>	<del>1492914</del>
TARGETEER	73548161	1385751
PEARL-KOTE	73351020	1244431
SUS	73277151	1257516
	73017124	1000099
TARGETEER	73014724	1000096
FRESHGARD	72147897	749432
LOXOL	71569578	524760
MARAVAC	72254428	842260
MARKSMAN	72168948	761783
TUX	72084277	699623

Trademark	Application No.	Registration No.
JAK-ET-PAK	72039785	665361
ALPINE	71407715	374658
SHARK FIN	85840520	4589522
<del>PUNCH PRO</del>	<del>85089473</del>	<del>4007461</del>
MARKSMAN	85963047	4440335
FLEXPLACE	85660374	4426334
GRAPHIC FLEXIBLE PACKAGING	85528619	4374506
GRAPHIC FLEXIBLE PACKAGING	85528615	4374505
TITE-PAK	85489049	4293246
	85444928	4189480
INNOGATE	85246166	4043455
MICROFLEX-Q	85213129	4246554
FLEXSLEEVE	85177955	4276252
GRAPHIC PACKAGING	78826571	3205598
GRAPHIC PACKAGING	78826565	3205597
QUILT WAVE	78823850	3227302
SHAPEFX	78750676	3551932
	78750673	3551931
MICRORITE TECHNOLOGY BROWNS, CRISPS, COOKS EVENLY	78616993	3428173
TWIN STACK	78530606	3054111
STACK-TITE	77936264	3945818

Trademark	Application No.	Registration No.
EZ-PAD	77899925	3935469
CAP-IT	77698437	3998625
FRESH FIRST	77637014	3829089
NEXTWAVE MICROWAVEABLE PACKAGING	77610666	3917521
NEXTWAVE MICROWAVEABLE PACKAGING	77605799	3917517
AUTOFLEX	77503037	3572019
MINNESOTA AUTOMATION	77431598	3501783
SNAP2C	77331765	3702272
	77230083	3487317
DESIGNERWARE	77230081	3547650
FRESH CATCH	76044074	2616500
FRESH CUTS	76043707	2569190
WE PACKAGE RESULTS	76495474	2897864
FRIDGE VENDOR	76257500	2660613
LITHOFLUTE	76220109	2562559
	76213433	2504628
GRAPHIC PACKAGING	76210777	2578005
OMNI-KOTE	76137401	2603786
Z-FLUTE	76100000	2521295
RADAR II	76035364	2729691

<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>
QUIKFLEX	75301043	2227312
TITE-PAK	74614199	1939870

60308503