



03-27-2002

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U.S. Department of Commerce
Patent and Trademark Office

102032974

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party: 3-20-02
GRAPHIC PACKAGING CORPORATION
 Individual(s) Association
 General Partnership Limited Partnership
*Corporations
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
* Security Agreement Change of Name
 Other _____

Execution Date: February 28, 2002

2. Name and address of receiving party(ies):
Name: MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent

Internal Address: _____

Street Address: 1585 Broadway

City: New York State: NY ZIP: 10036
Country: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
* Other bank, financial institution

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes * No

4. Application number(s) or trademark number(s): SEE ITEM A

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE ITEM A

B. Trademark No.(s) SEE ITEM A

Additional numbers attached * Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert E. Rude II
Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW
City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 55

7. Total fee (37 CFR 3.41): \$ 1,390.00

* Enclosed (Check No. 1521)

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert E. Rude II
Name of Person Signing

[Signature]
Signature

March 20, 2002
Date

Total number of pages comprising cover sheet and document attachments: 10

03/26/2002 LMUELLER 00000221 71407715

01 FC:481 40.00 OP
02 FC:482 1350.00 OP

TRADEMARK
REEL: 002467 FRAME: 0332

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

	Country	Serial Number	Filing Date	Mark	Reg. Number
1.	Canada	—	—	Graphic Packaging	pending Appl No. 1,043,902
2.	Canada	780,646	04-18-95	Composipac	474,845
3.	Canada	690,885	10-01-91	Micro-rite	444,465
4.	Canada	745,315	01-14-94	Micro Rite and Design	471,933
5.	France	95 569,234	04-26-95	Micro Rite	95 569,234
6.	France	95 569,237	04-26-95	Oven Quality Cooking in Microwave Time	95 569,237
7.	France	95 585,083	08-18-95	Oven Quality Cooking in Microwave Time	95 585,083
8.	France	927,340	05-17-88	Qwik Crisp	1,466,630
9.	Germany	—	12-22-94	Micro-Rite	39,408,527
10.	Germany	R 46714	05-19-88	Qwik Crisp	1,132,100
11.	Israel	—	—	Qwik Crisp	84,319
12.	Japan	—	—	Micro Rite	2,698,732
13.	Japan	—	—	Micro Rite	2,716,067
14.	United Kingdom	—	07-07-92	Micro Rite	1,505,820
15.	United Kingdom	—	07-07-92	Micro Rite	1,505,821
16.	United Kingdom	—	07-07-92	Micro Rite	1,505,822
17.	United Kingdom	—	12-13-94	Oven Quality Cooking in Microwave Time	2,006,172
18.	United Kingdom	—	08-14-95	Oven Quality Cooking in Microwave Time	2,030,407
19.	United Kingdom	—	01-16-95	Solugard	2,007,836
20.	United Kingdom	—	10-11-91	Qwik Crisp	1,479,649
21.	United Kingdom	—	10-11-91	Qwik Crisp	1,479,650
22.	United Kingdom	—	10-11-91	Qwik Crisp	1,479,651

	Country	Serial Number	Filing Date	Mark	Reg. Number
23.	United Kingdom		01-16-96	Solugard	2,007,836
24.	Switzerland	-	08-02-82	Glamakote	323,126
25.	Switzerland	254/1995.7	01-16-95	Solugard	425,568
26.	USA	71/407,715	06-21-38	Alpine	374,658
27.	USA	75/901633	01-24-00	Alpine & Design	2406427
28.	USA	74/568,291	08-31-94	Composigard	2,166,073
29.	USA	74/571,091	09-08-94	Composipac	1,917,909
30.	USA	73/412,987	02-10-83	D-met	1,297,540
31.	USA	72/057,734	08-25-58	Flip-'N-dip	681,314
32.	USA	76/044074	05-08-00	Fresh Catch	pending
33.	USA	76/043707	05-08-00	Fresh Cuts	pending
34.	USA	72/147,897	06/28/62	Fresh-Gard	749,432
35.	USA	73/169,686	05-08-78	Freshgard	1,121,443
36.	USA	73/372,593	07-01-82	Grafipak	1,279,221
37.	USA	73/372,594	07-01-82	Graphic Packaging Corporation	1,275,638
38.	USA	76/210777	02-13-01	Graphic Packaging Corporation	pending
39.	USA	71/551,120	03-03-48	Kant Leek	525,820
40.	USA	73/337,179	11-16-83	Kold Lok and Design	1,234,571
41.	USA	73/023,993	06-12-74	Kold-Lok	1,012,922
42.	USA	75/438,960	02-23-98	Linerpro	2,273,850
43.	USA	71/670,415	07-22-54	Loc-zin	606,418
44.	USA	71/569,578	11-29-48	Loxol	524,760
45.	USA	71/615,784	06-27-51	Marapak	563,872
46.	USA	72/254,428	09-14-66	Maravac	842,260
47.	USA	74/251,478	03-02-92	Micro-Rite	2,058,505
48.	USA	75/913579	02-09-00	Micro Rite & Design	pending
49.	USA	74/004,241	11-20-89	Microflex	1,629,116
50.	USA	72/194,770	06-03-64	Minni-mite	785,563

51.	USA	73/686,530	09-28-87	Moistite	1,487,557
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	Country	Serial Number	Filing Date	Mark	Reg. Number
52.	USA	74/323,954	10-20-92	Pacesetter	1,789,356
53.	USA	76/297330	08-07-01	Proceflex	published
54.	USA	74/522,445	05-02-94	Quik Wave	2,012,325
55.	USA	75/192,993	11-04-96	Quik Crust	2,110,723
56.	USA	75/087,785	04-15-96	Quik Check	2,145,231
57.	USA	73/369,529	06-14-82	Quik Crisp	1,283,374
58.	USA	75/101,572	05-07-96	RCS 2000	2,050,869
59.	USA	73/733,657	06-13-88	Ridg-web	1,520,907
60.	USA	72/109,956	12-09-60	Sift-gard Stylized	720,814
61.	USA	73/545,851	07-01-85	Snowfibre	1,379,147
62.	USA	217134	07-10-25	Sunbeam	213054
63.	USA	73/680,547	08-24-87	Super Liner	1,487,242
64.	USA	71/458,688	02-22-43	Tite Stylized	413,384
65.	USA	74/614,199	12-22-94	Tite-pak	1,939,870
66.	USA	72/084,277	10-30-59	Tux	699,623
67.	USA	72/281,242	09-26-67	Uni/glaze Stylized	852,104
68.	USA	73/388,780	05-04-93	Uni/glaze II Stylized	1,909,285
69.	USA	72/281,243	09-26-67	Uni/gloss Stylized	852,105
70.	USA	74/388,784	05-04-93	Uni/gloss II Stylized	1,904,969
71.	USA	72/173,743	07-25-63	Zelco	781,417
72.	USA	72/158,501	12-05-62	Zip Serv	774,313

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Item B. Trademark Licenses

Country or Territory	Licensor	Licensee	Effective Date	Expiration Date	Subject Matter
United States	M-Pak Limited	Graphic Packaging Corporation	10/21/1996	5 year terms, renewable upon additional payment by licensee	M-Pak
United States	The Mead Corporation	Graphic Packaging	1/1/1999	12/31/02 (by amendment dated	Cluster-Pak

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		Corporation		12/1/01), renewable in 12 month terms upon written agreement of the parties	
United States, Canada	Great Lakes Press Corporation	Graphic Packaging Corporation	2/11/1986	Expiration of patent agreement dated 2/11/1986 (expiration of last of patents assigned)	TUCK-TITE
United States, Canada	Rolph-Clark-Stone Packaging Corporation	Graphic Packaging Corporation	1/27/1988	Upon last of licensed patents to expire	TUCK TITE #2
	Fort James Corporation	Graphic Packaging Corporation	8/2/1999	Upon last of licensed patents to expire	SNOW TEX
	Graphic Packaging Corporation	Micro Chef, Inc.	1/11/1999	Upon last of licensed patents to expire, or upon 180 days notice (notice was deemed given on 2/29/00)	MICRO-BAKE
	Graphic Packaging Corporation	Gulf States Paper Corporation	5/25/2001	2 years	Micro-Rite Qwik Wave Focus

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2002 (this "Agreement"), is made between GRAPHIC PACKAGING CORPORATION, a Delaware corporation (the "Grantor"), in favor of Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of February 28, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Parent, the Borrower, the various financial institutions and other Persons from time to time parties hereto (the "Lenders"), the Administrative Agent, Credit Suisse First Boston ("CSFB"), as syndication agent (in such capacity, the "Syndication Agent") for the Lenders, and Morgan Stanley and CSFB, as Lead Arrangers and Joint Book Runners (each a "Lead Arranger" and together with the Administrative Agent and the Syndication Agent, the "Agents"), the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of February 28, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a

continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

GRAPHIC PACKAGING CORPORATION

By: Bill A. Parish
Title: **TREASURER**

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

By: Eric H. Coombs
Title: Eric H. Coombs
Vice President