

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Graphic Packaging International, Inc.		08/08/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 85		
Property Type	Number	Word Mark
Registration Number:	1588828	AQUA-KOTE
Registration Number:	0974620	AQUAKRAFT
Registration Number:	1385968	ARR-O-LOK
Registration Number:	1503611	CHARGER
Registration Number:	2660613	FRIDGE VENDOR
Registration Number:	0665361	JAK-ET-PAK
Registration Number:	0669129	JAK-ET-PAK
Registration Number:	1437284	KRAFBRITE
Registration Number:	0901222	KRAFKOTE
Registration Number:	0913556	KRAFTMASTER
Registration Number:	0761783	MARKSMAN
Registration Number:	0761908	MARKSMAN
Registration Number:	0945523	MARKSMAN
Registration Number:	0829321	MARKSMAN LIGHT-TITE

OP \$2140.00 1588828

Registration Number:	1407374	MINNESOTA AUTOMATION
Registration Number:	1981355	NATURAL RENEWABLE RESOURCE
Registration Number:	2603786	OMNI-KOTE
Registration Number:	0645764	OMNIKRAFT
Registration Number:	1836146	PACKAGING THE GLOBE
Registration Number:	1244431	PEARL-KOTE
Registration Number:	2227312	QUIKFLEX
Registration Number:	2729691	RADAR II
Registration Number:	1834155	RIVERWOOD
Registration Number:	0838587	ROAD RIDER
Registration Number:	0948262	RUFF RIDER
Registration Number:	0818923	RUFF-RIDER
Registration Number:	1982829	STAK-LOCK
Registration Number:	1257516	SUS
Registration Number:	1000096	TARGETEER
Registration Number:	1385751	TARGETEER
Registration Number:	1000099	TARGETOER
Registration Number:	1816407	TWIN-STACK
Registration Number:	1926447	VERTIPACK
Registration Number:	2521295	Z-FLUTE
Registration Number:	0374658	ALPINE
Registration Number:	2406427	ALPINE
Registration Number:	2166073	COMPOSIGARD
Registration Number:	1917909	COMPOSIPAC
Registration Number:	1297540	D-MET
Registration Number:	2182579	E-COAT
Registration Number:	2130904	E-COAT PLUS
Registration Number:	0681314	"FLIP-'N-DIP"
Registration Number:	2616500	FRESH CATCH
Registration Number:	2569190	FRESH CUTS
Registration Number:	1121443	FRESHGARD
Registration Number:	0749432	FRESH-GARD
Registration Number:	1279221	GRAFIPAK
Registration Number:	1275638	GRAPHIC PACKAGING CORPORATION
Registration Number:	2578005	GRAPHIC PACKAGING CORPORATION

TRADEMARK

REEL: 002734 FRAME: 0404

Registration Number:	0525820	KANT LEEK
Registration Number:	1012922	KOLD-LOK
Registration Number:	1234571	KOLD LOK
Registration Number:	2273850	LINERPRO
Registration Number:	0606418	LOC-ZIN
Registration Number:	0524760	LOXOL
Registration Number:	0842260	MARAVAC
Registration Number:	1629116	MICROFLEX
Registration Number:	2058505	MICRO-RITE
Registration Number:	0785563	MINNI-MITE
Registration Number:	1487557	MOISTITE
Registration Number:	1789356	PACESETTER
Registration Number:	2664499	PROCEFLEX
Registration Number:	2145231	QWIK CHECK
Registration Number:	1283374	QWIK CRISP
Registration Number:	2110723	QWIK CRUST
Registration Number:	2012325	QWIK WAVE
Registration Number:	2050869	RCS 2000
Registration Number:	1520907	RIDG-WEB
Registration Number:	1379147	SNOWFIBRE
Registration Number:	0213054	SUNBEAM
Registration Number:	1487242	SUPER LINER
Registration Number:	0413384	TITE
Registration Number:	1939870	TITE-PAK
Registration Number:	0699623	TUX
Registration Number:	0852104	UNI/GLAZE
Registration Number:	1909285	UNI/GLAZE II
Registration Number:	0852105	UNI/GLOSS
Registration Number:	1904969	UNI/GLOSS II
Registration Number:	0781417	ZELCO
Registration Number:	0774313	ZIP SERV
Serial Number:	76495721	BIG FRIDGE
Serial Number:	76495474	WE PACKAGE RESULTS
Serial Number:	76455946	PANTRY PACK
Serial Number:	75913579	MICRO RITE

Registration Number: 2504628

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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

Phone: (212) 455-2276

Email: LBLevy@stblaw.com

Correspondent Name: Alison Winick, Esq.

Address Line 1: Simpson Thacher & Bartlett

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0404

NAME OF SUBMITTER:

Lea B. Levy

Total Attachments: 9

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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 August 8, 2003, is made by Graphic Packaging International, Inc., a Delaware corporation (the "Borrower"), in favor of JPMorgan Chase Bank (the "Agent"), as administrative agent for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 8, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Agent, the Lenders, Deutsche Bank Securities Inc., as syndication agent, and Goldman Sachs Credit Partners L.P. and Morgan Stanley Senior Funding, Inc., as documentation agents.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, Graphic Packaging Corporation, Riverwood Acquisition Sub LLC, GPI Holding Inc., the Borrower and certain of its subsidiaries executed and delivered a Guarantee and Collateral Agreement, dated as of August 8, 2003, 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, the Borrower granted to the Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Borrower 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 make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, 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. The Borrower hereby grants, subject to existing licenses to use the Trademarks granted by the Borrower in the ordinary course of its business, to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Borrower (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 of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Borrower under or in any Trademark Licenses with Persons other than a Subsidiary of the Borrower for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more 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.

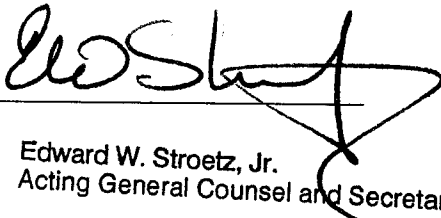
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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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 INTERNATIONAL, INC.

By: 
Name: _____
Title: Edward W. Stroetz, Jr.
Acting General Counsel and Secretary

JPMORGAN CHASE BANK


By: _____
Name: _____
Title: _____

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 INTERNATIONAL, INC.

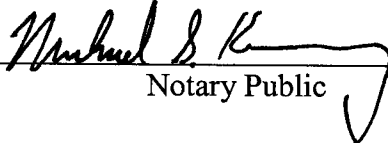
By: _____
Name:
Title:

JPMORGAN CHASE BANK

By:  _____
Name: BRUCE BORDEN
Title: VICE PRESIDENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On this 8th day of August, 2003, before me personally appeared Edward W. Stroetz, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



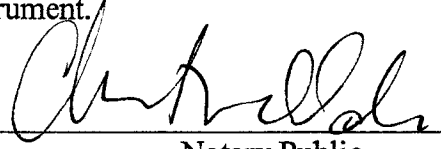
Notary Public

MICHAEL S. KENNY
Notary Public, State of New York
No. 01KE6039499
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 3, 2006

(Affix Seal Below)

STATE OF NEW YORK)
)
COUNTY OF New York) ss.:

On this 8th day of August, 2003, before me personally appeared Bruce Borden personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

CHRISTOPHER OLDI
NOTARY PUBLIC, State of New York
No. 010L6091670
Qualified in New York County
Commission Expires April 28, 2007

(Affix Seal Below)

Schedule A

US Trademarks - Active

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
AQUA-KOTE	73/815126	07/27/89	1588828	03/27/90
AQUAKRAFT	444532	12/26/72	974620	12/11/73
ARR-O-LOK	548166	07/15/85	1385968	03/11/86
CHARGER	712819	02/22/88	1503611	09/13/88
FRIDGE VENDOR	76/257500	05/01/01	2660613	12/10/02
JAK-ET-PAK	039785	10/30/57	665361	08/05/58
JAK-ET-PAK	72/023220	01/25/57	669129	11/04/58
KRAFBRITE	618157	09/04/86	1437284	04/21/87
KRAFKOTE	339742	10/03/69	901222	10/20/70
KRAFTMASTER	348315	01/12/70	913556	06/08/71
LOGO/DESIGN	76/213433	02/21/01	2,504,628	11/06/01
MARKSMAN	168948	05/15/63	761783	12/24/63
MARKSMAN	168949	05/15/63	761908	12/24/63
MARKSMAN & DESIGN	72/407145	11/08/71	0945523	10/24/72
MARKSMAN LIGHT-TITE & DESIGN	232758	11/15/65	829321	05/30/67
MINNESOTA AUTOMATION AND DESIGN	539,744	05/28/85	1407374	09/02/86
NATURAL RENEWABLE RESOURCE	74/393666	05/24/93	1981355	06/18/96
OMNI-KOTE	76/137401	09/22/00	2603786	08/06/02
OMNIKRAFT	4048	03/07/56	645764	05/21/57
PACKAGING THE GLOBE	74/161117	04/26/91	1836146	05/10/94
PEARL-KOTE	351020	02/19/82	1244431	07/05/83
QUIKFLEX	75/301043	05/16/97	2227312	03/02/99
RADAR II	76/035364	04/26/00	2729691	06/24/03
RIVERWOOD	74/149186	03/15/91	1834155	05/03/94
ROAD RIDER	246095	05/19/66	838587	11/14/67
RUFF RIDER	401985	09/03/71	948262	12/05/72
RUFF-RIDER	223255	07/13/65	818923	11/22/66
STAK-LOCK	74/433512	08/31/93	1982829	06/25/96
SUS	277151	09/08/80	1257516	11/15/83
TARGETEER	14724	03/01/74	1000096	12/24/74
TARGETEER	548161	07/15/85	1385751	03/11/86
TARGETEER & DESIGN	17124	03/27/74	1000099	12/24/74
TWIN-STACK	320745	10/06/92	1816407	01/11/94
VERTIPACK	74/525683	05/17/94	1926447	10/10/95
Z-FLUTE	76/100,000	07/29/00	2,521,295	12/18/01
ALPINE	71/407715	06/21/38	374658	01/23/40
ALPINE	75/901633	01/24/00	2406427	11/21/00

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
COMPOSIGARD	74/568291	08/31/94	2166073	06/16/98
COMPOSIPAC	74/571091	09/08/94	1917909	09/12/95
D-MET	73/412987	02/10/83	1297540	09/25/84
E-COTE	74/561576	08/16/94	2182579	08/18/98
E-COTE PLUS	74/649379	03/21/95	2130904	01/20/98
FLIP-N-DIP	72/057734	08/25/58	681314	07/07/59
FRESH CATCH	76/044074	05/08/00	2616500	09/10/02
FRESH CUTS	76/043707	05/08/00	2569190	05/14/02
FRESHGARD	73/169686	05/08/78	1121443	07/03/79
FRESH-GARD	72/147897	06/28/62	749432	05/14/63
GRAFIPAK	73/372593	07/01/82	1279221	05/22/84
GRAPHIC PACKAGING CORPORATION	73/372594	07/01/82	1275638	05/24/84
GRAPHIC PACKAGING CORPORATION	76/210777	02/13/01	2578005	06/11/02
KANT LEEK	71/551120	03/03/48	525820	06/30/50
KOLD LOK	73/023993	06/12/74	1012922	06/10/75
KOLD LOK & Design	73/337179	11/16/81	1234571	05/12/83
LINERPRO	75/438960	02/23/98	2273850	08/31/99
LOC - ZIN	71/670415	07/22/54	606418	05/24/55
LOXOL	71/569578	11/29/48	524760	05/02/50
MARAVAC	72/254428	09/14/66	842260	01/16/68
MICROFLEX	74/004241	11/20/89	1629116	12/25/90
MICRO-RITE	74/251478	03/02/92	2058505	05/06/97
MINNI-MITE	72/194770	06/03/64	785563	02/23/65
MOISTITE	75/686530	09/28/87	1487557	05/10/88
PACESETTER	74/323954	09/20/90	1789356	08/24/93
PROCEFLEX	76/297330	08/07/01	2664499	12/17/02
QWIK CHECK	75/087785	04/15/96	2145231	03/17/98
QWIK CRISP	73/369529	06/14/82	1283374	06/26/84
QWIK CRUST	75/192993	11/04/96	2110723	11/04/97
QWIK WAVE	74/522445	05/02/94	2012325	10/29/96
RCS 2000	75/101572	05/07/96	2050869	04/08/97
RIDG-WEB	73/733657	06/13/88	1520907	01/17/89
SNOWFIBRE	73/545851	07/01/85	1379147	01/21/86
SUNBEAM	217134	07/10/25	213054	05/18/26
SUPER LINER	73/680547	08/24/87	1487242	05/03/88
TITE (Stylized)	71/458688	02/22/43	413384	04/24/45

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
TITE-PAK	74/614199	12/22/94	1939870	12/05/95
TUX	71/084277	10/30/59	699623	06/21/60
UNI/GLAZE STYLIZED	72/281,242	09/26/67	852,104	07/09/68
UNI/GLAZE II STYLIZED	73/388,780	05/04/93	1,909,285	08/01/95
UNI/GLOSS STYLIZED	72/281,243	09/26/67	852,105	07/09/68
UNI/GLOSS II STYLIZED	74/388,784	05/04/93	1,904,969	07/11/95
ZELCO	72/173743	07/25/63	781417	12/08/64
ZIP SERV	72/158501	12/05/62	774313	08/04/64

US Trademarks - Pending

TRADEMARK	App. No.	Filing Date
BIG FRIDGE	76/495721	03/07/03
WE PACKAGE RESULTS	76/495474	03/07/03
PANTRY PACK	76/455946	10/04/02
MICRO RITE & Design	75/913579	09/02/00

US Trademark Licenses

1. License Agreement, dated as of August 2, 1999, by and between Georgia-Pacific Corporation, as licensor, and Graphic Packaging Corporation, as licensee.
2. License Agreement, dated as of August 2, 1999, by and between Graphic Packaging Corporation, as licensor, and Georgia-Pacific Corporation, as licensee.
3. License Agreement, dated as of February 11, 1986, by and between Graphic Packaging Corporation, as licensee, and Great Lakes Press Corporation, as licensor, as amended by that Amendment Agreement, dated January 27, 1988, by and between Graphic Packaging Corporation, as licensee, and Gulf States Paper Corporation, as licensor.