

06-20-2007



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103417816

To the Director of the U. S. Pa.

and documents or the new address(es) below:

5.21.07

1. Name of conveying party(ies):

Graphic Packaging International, Inc.
814 Livingston Court
Marietta, Georgia 30067

Re 6-19-07

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 16, 2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Address: 111-231-08-30

Street Address: 231 S. LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60697

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other national banking association Citizenship USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See SCHEDULE A attached hereto

B. Trademark Registration No.(s)

See SCHEDULE A attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See SCHEDULE A attached hereto

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Helms Mulliss & Wicker, PLLC

Internal Address: Attn: Terry L. Witcher

Street Address: 201 N. Tryon Street
Suite 3000

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-343-2104

Fax Number: 704-444-8857

Email Address: terry.witcher@mw.com

6. Total number of applications and registrations involved:

61

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,540.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Kevin S. Landmesser

May 16, 2007

BYRNE 00000014 2406427

Signature

Date

Kevin S. Landmesser, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/22/2007
01 FC:8521
02 FC:8522

SCHEDULE A

Graphic Packaging International, Inc. – Issued Trademarks

TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
ALPINE	75/901,633	01/24/2000	2406427	11/21/2000
ALPINE	71/407,715	06/21/1938	374658	01/23/1940
AQUA-KOTE	73/815,126	07/27/1989	1,588,828	03/27/1990
CHARGER	73/712,819	02/22/1988	1,503,611	09/13/1988
COMPOSIPAC	74/571,091	09/08/1994	1,917,909	09/12/1995
E-COAT	74/561,576	08/16/1994	2182579	08/18/1998
E-COAT PLUS	74/649,379	03/21/1995	2130904	01/20/1998
FLIP-N-DIP	72/057,734	08/25/1958	681314	07/07/1959
FRESH CATCH	76/044,074	05/08/2000	2616500	09/10/2002
FRESH CUTS	76/043,707	05/08/2000	2569190	05/14/2002
FRESHGARD	73/169,686	05/08/1978	1121443	07/03/1979
FRESH-GARD	72/147,897	06/28/1962	749432	05/14/1963
FRIDGE VENDOR	76/257,500	05/01/2001	2660613	12/10/2002
GRAPHIC PACKAGING	78/826,565	03/01/2006	3,205,597	02/06/2007
GRAPHIC PACKAGING & Design	78/826,571	03/01/2006	3,205,598	02/06/2007
GRAPHIC PACKAGING CORPORATION	76/210,777	02/13/2001	2578005	06/11/2002
JAK-ET-PAK	72/039,785	10/30/1957	665,361	08/05/1958
JAK-ET-PAK	72/023,220	01/25/1957	669,129	11/04/1958
KANT LEEK	71/551,120	03/03/1948	525820	05/30/1950
KOLD-LOK	73/023,993	06/12/1974	1012922	06/10/1975
KRAFKOTE	72/339,742	10/03/1969	901,222	10/20/1970
KRAFTMASTER	72/348,315	01/12/1970	913,556	06/08/1971
LINERPRO	75/438,960	02/23/1998	2273850	08/31/1999
LOXOL	71/569,578	11/29/1948	524760	05/02/1950
MARAVAC	72/254,428	09/14/1966	842260	01/16/1968
MARKSMAN	72/168,948	05/15/1963	761,783	12/24/1963
MARKSMAN & Design	72/407,145	11/08/1971	945,523	10/24/1972
MARKSMAN LIGHT-TITE	72/232,758	11/15/1965	829,321	05/30/1967
MICRO RITE & DESIGN	75/913,579	02/09/2000	2782220	11/11/2003
MICROFLEX	74/004,241	11/26/1989	1629116	12/25/1990
MICRO-RITE	74/251,478	03/02/1992	2058505	05/06/1997
MOISTITE	73/686,530	09/28/1987	1487557	05/10/1988
OMNI-KOTE	76/137,401	09/22/2000	2603786	08/06/2002
OMNIKRAFT	72/004,048	03/07/1956	645,764	05/21/1957
PACESETTER	74/323,954	10/20/1992	1789356	08/24/1993
PEARL-KOTE	73/351,020	02/19/1982	1,244,431	07/05/1983
PROCFLEX	76/297,330	08/07/2001	2664499	12/17/2002
QUIKFLEX	75/301,043	05/16/1997	2227312	03/02/1999
QWIK CRISP	73/369,529	06/14/1982	1283374	06/26/1984
QWIK WAVE	74/522,445	05/02/1994	2012325	10/29/1996
RADAR II	76/035,364	04/26/2000	2729691	06/24/2003
REAL SHELF	78/668,568	07/12/2005	3,109,293	06/27/2006
RIGD-WEB	73/733,657	06/13/1988	1520907	01/17/1989

TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
ROAD RIDER	72/246,095	05/19/1966	838,587	11/14/1967
RUFF-RIDER	72/223,255	07/13/1965	818,923	11/22/1966
SUPER LINER	73/680,547	08/24/1987	1487242	05/03/1988
TARGETEER	73/548,161	07/15/1985	1,385,751	03/11/1986
TARGETEER ¹	73/014,724	03/01/1974	1,000,096	12/24/1974
TARGETEER & DESIGN	73/017,124	03/27/1974	1,000,099	12/24/1974
TITE-PAK	74/614,199	12/22/1994	1939870	12/05/1995
TREE DESIGN	76/213,433	02/21/2001	2,504,628	11/06/2001
TUX	72/084,277	10/30/1959	699623	06/21/1960
TWIN STACK	78/530,606	12/10/2004	3,054,111	01/31/2006
WE PACKAGE RESULTS	76/495,474	03/07/2003	2897864	10/26/2004
Z-FLUTE	76/100,000	07/29/2000	2521295	12/18/2001

Graphic Packaging International, Inc. – Trademark Applications

TRADEMARK	APP. NO.	FILING DATE
BIG FRIDGE	76/495,721	03/07/2003
KOLDGARD	78915564	06/23/2006
MICRORITE TECHNOLOGY BROWNS, CRISPS, COOKS EVENLY & Design	78/616,993	04/26/2005
PACKGARD	78/534,315	12/17/2004
QUILT WAVE	78/823,850	02/27/2006
TOWER PACK	78/609,543	04/15/2005

Graphic Packaging International, Inc. – 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.

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

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of May 16, 2007, is made by Graphic Packaging International, Inc., a Delaware corporation (the "Borrower"), 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 Credit Agreement, dated as of May 16, 2007 (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 May 16, 2007, 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 confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Borrower 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 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 thereto 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 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 on and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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: Daniel J. Blount

Title: Senior Vice President and
Chief Financial Officer

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

By: _____

Name: Anne M. Zeschke

Title: Assistant Vice President

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: Daniel J. Blount
Title: Senior Vice President and
Chief Financial Officer

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

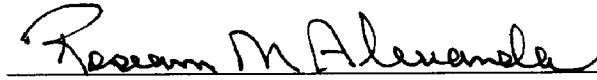
By: _____

Name: Anne M. Zeschke
Title: Assistant Vice President

STATE OF GEORGIA)
)
COUNTY OF COBB)

ss.:

On this 11th day of May, 2007, before me personally appeared Daniel J. Blount 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

(Affix Seal Below)

ROSEANN M. ALEXANDER
Notary Public, Cherokee County, Georgia
My Commission Expires Feb. 22, 2011

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss.:

On this 11th day of May, 2007, before me personally appeared Anne M. Zeschke 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Maria Paggao

Notary Public

(Affix Seal Below)