

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLOSURE SYSTEMS INTERNATIONAL, INC.		11/05/2009	CORPORATION: DELAWARE
REYNOLDS CONSUMER PRODUCTS INC.		11/05/2009	CORPORATION: DELAWARE
REYNOLDS FOIL INC.		11/05/2009	CORPORATION: DELAWARE
SIG COMBIBLOC INC.		11/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON
Street Address:	101 BARCLAY STREET, 4E
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 135

Property Type	Number	Word Mark
Registration Number:	1314346	MAGNA TORQ
Registration Number:	1314352	JETFLOW
Registration Number:	1659792	DOUBLE-LOK
Registration Number:	1661754	UNI-LOK
Registration Number:	2006179	MAGNA-TORQ 2000
Registration Number:	2402785	CAPTURE
Registration Number:	2507986	EXTRA-LOK
Registration Number:	2528424	NITRO-LOK
Registration Number:	2815826	ALCO-LOK
Registration Number:	2890317	OMNI-LOK

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Registration Number:	2897558	OXYBLOCK
Registration Number:	3032785	EXTRA-LOK XT
Registration Number:	3166955	VINO-SEAL
Registration Number:	1761402	AQUA-LOK
Registration Number:	2671737	SPORTS-LOK
Registration Number:	1324601	WING-LOK
Registration Number:	3332684	WE MAKE YOUR PACKAGING WORK
Registration Number:	3509397	AQUA-LOK MINI
Registration Number:	3693058	OMNI-LOK MINI
Registration Number:	3655228	NITROLOK MINI
Registration Number:	3516919	XTRA-LOK MINI
Registration Number:	1269882	TALOG
Registration Number:	2774697	GEORUNNER
Registration Number:	2613557	PUREMELT
Registration Number:	2830815	PARTNERING IDEAS INTO SOLUTIONS
Registration Number:	2981978	STRETCH 'N HOLD
Registration Number:	3287836	EXPRESSIONS
Registration Number:	3576277	FRESH-LOCK
Registration Number:	1016031	PRESTO
Registration Number:	1076401	STRETCH-GARD
Registration Number:	1137893	SOD-SAVER
Registration Number:	1138774	RAIN-RUN
Registration Number:	1218436	COMPATIBAG
Registration Number:	1335543	GEOBLOCK
Registration Number:	1365530	POWERGARD
Registration Number:	1351682	GEOWEB
Registration Number:	1433831	QUICK DRAW
Registration Number:	1447472	FIESTA
Registration Number:	1497663	E-Z TIE
Registration Number:	1540519	FRESH-TRAK
Registration Number:	1544446	C/NC GARD
Registration Number:	1550134	SMART SHOPPER
Registration Number:	1550135	SMART SHOPPER
Registration Number:	1567150	LITE-GARD
Registration Number:	1554703	RAIN-RUN

Registration Number:	1563351	FRESH-TRAK RECLOSABLE ZIPPER
Registration Number:	1563352	
Registration Number:	1559818	FRESH-TRAK
Registration Number:	1565951	PRESTO
Registration Number:	1574979	PRESTO
Registration Number:	1563323	PRESTO
Registration Number:	1569637	PRESTO
Registration Number:	1610936	THE PERFECT ALL-AROUND WRAP
Registration Number:	1664133	POINTGARD
Registration Number:	1729279	XTRA VALUE
Registration Number:	1902169	FRESH-LOCK
Registration Number:	1807470	PRESTO
Registration Number:	2257410	CHEF'S PRIDE
Registration Number:	2074521	PUSH 'N LOCK
Registration Number:	2139741	ATRA
Registration Number:	2330163	SPECMAKER
Registration Number:	2432059	SURE SEAL
Registration Number:	2657566	SURE SEAL
Registration Number:	2456135	BILT-TUF
Registration Number:	2329789	BILT-TUF
Registration Number:	2643729	SOFT SEAL
Registration Number:	2665611	AGRIWEB
Registration Number:	3367266	EASY TO BAKE, FUN TO MAKE
Registration Number:	3683879	FILTERPAVE
Registration Number:	1444150	GEOSYSTEMS
Registration Number:	0654671	R
Registration Number:	0662070	REYNOLON
Registration Number:	0677909	REYNOLDS WRAP
Registration Number:	0705599	R
Registration Number:	0748108	REYNOLDS
Registration Number:	0847228	CUT-RITE
Registration Number:	0853906	REYNOLDS
Registration Number:	0906205	SLP
Registration Number:	0906206	GSP
Registration Number:	0909949	DIAMOND

Registration Number:	1067092	REYNOLDS WRAP
Registration Number:	1070888	
Registration Number:	1194637	REYNOLON
Registration Number:	1213955	REYNOLDS
Registration Number:	1454172	CUT-RITE
Registration Number:	1464551	REYNOLDS
Registration Number:	1543553	REYNOLDS
Registration Number:	1554397	DIAMOND
Registration Number:	1591687	REYNOLDS
Registration Number:	1591981	REYNOLDS
Registration Number:	1624804	QWIK SEAL
Registration Number:	1646013	UNIGARD
Registration Number:	1717088	DIAMOND
Registration Number:	1974345	VALUE BUY
Registration Number:	2124403	STAY CLOSED TAB
Registration Number:	2246676	HOT BAGS
Registration Number:	2432237	REYNOLDS
Registration Number:	2619005	RELEASE
Registration Number:	2626698	QWIK-SLIDE
Registration Number:	2632121	DIAMOND
Registration Number:	2635500	METRO LINE
Registration Number:	2641084	METRO LINE
Registration Number:	2751459	DIAMOND
Registration Number:	2780859	
Registration Number:	2826403	VOYAGER
Registration Number:	2926378	THE SIMPLE SECRET TO BETTER BAKING
Registration Number:	2928908	POT LUX
Registration Number:	2944841	EZ SLIDE
Registration Number:	2950883	
Registration Number:	3092462	FESTIVE WINTER
Registration Number:	3143854	
Registration Number:	3143855	
Registration Number:	3143856	
Registration Number:	3219017	FESTIVE
Registration Number:	0765763	REYNOLDS

Registration Number:	3473233	THE TOUGHER THE BETTER
Registration Number:	3350020	HANDI-VAC
Registration Number:	0755745	R
Registration Number:	1914826	COMBITOP
Serial Number:	77197860	DOUBLE-LOK XT
Serial Number:	77162772	MB-LOK MINI
Serial Number:	78022617	
Serial Number:	77200592	PADLOC
Serial Number:	77202944	GEOBLOCK
Serial Number:	77202954	GEOWEB
Serial Number:	77202959	GEOSYSTEMS
Serial Number:	77083643	COLOR SHOW-THROUGH
Serial Number:	77201077	PAYRS
Serial Number:	77239371	GEOTERRACE
Serial Number:	78698785	BILT-TUF
Serial Number:	78811982	KEEP-SAFE
Serial Number:	78854489	CHEF'S DELIGHT
Serial Number:	78984533	
Serial Number:	78590587	FUN SHAPES
Serial Number:	78669162	EXPRESSIONS

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35183
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/25/2009

Total Attachments: 17

TRADEMARK
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CLOSURE SYSTEMS INTERNATIONAL INC., REYNOLDS CONSUMER PRODUCTS, INC., REYNOLDS FOIL INC. and SIG COMBIBLOC INC.

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

Citizenship (see guidelines) DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) NOVEMBER 5, 2009

- 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: THE BANK OF NEW YORK MELLON

Internal Address: _____

Street Address: 101 BARCLAY STREET, 4E

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10286

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other BANK 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)
Please see Schedule II of the attached document

B. Trademark Registration No.(s)
Please see Schedule II of the attached document

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Please see Schedule II of the attached document

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

Name: IP Research Plus

Internal Address: _____

Attn: Penelope J.A. Agodoa

Street Address: _____

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved:

137

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- 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: Lauren Sottile
Signature

NOVEMBER 5, 2009
Date

Lauren Sottile
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

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

TRADEMARK SECURITY AGREEMENT dated as of November 5, 2009 (this "Agreement"), among the grantors listed on Schedule I hereto (the "U.S Grantors") and The Bank of New York Mellon, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Collateral Agreement dated as of November 5, 2009 (as amended, restructured, renewed, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Collateral Agreement"), among Reynolds Group Holdings Inc. ("RGHI"), Reynolds Consumer Products Holdings Inc. (the "U.S. Term Borrower" and, together with RGHI, the "U.S. Term Borrowers"), Closure Systems International Holdings Inc. (together with the U.S. Term Borrowers, the "Borrowers"), Reynolds Group Issuer LLC (the "U.S. Issuer"), Reynolds Group Issuer Inc. (the "U.S. Co-Issuer" and, together with the U.S. Issuer, the "Issuers"), the Subsidiaries of Reynolds Group Holdings Limited ("Holdings") from time to time party thereto and the Collateral Agent, (b) the Credit Agreement dated as of November 5, 2009 (as amended, extended, restructured, renewed, novated, supplemented, restated, refunded, replaced or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the European Borrowers (as defined therein), Holdings, the lenders from time to time party thereto (the "Lenders") and Credit Suisse, as administrative agent, and (c) the Indenture dated as of November 5, 2009 (as amended, extended, restructured, renewed, refunded, novated, supplemented, restated, replaced or otherwise modified from time to time, the "Senior Secured Note Indenture"), among the Issuers, Reynolds Group Issuer (Luxembourg) S.A., the Note Guarantors (as defined therein) and The Bank of New York Mellon, as trustee, principal paying agent, transfer agent and registrar. The Lenders have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The Senior Secured Note Holders have agreed to extend credit to the Issuers pursuant to, and upon the terms and conditions specified in, the Senior Secured Note Indenture. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. Each U.S. Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a Security Interest in all of such U.S. Grantor's right, title or interest in, to and under all of the Trademarks of such U.S. Grantor (including those listed on Schedule II hereto) now owned or at any time hereafter acquired by such U.S. Grantor or in which such U.S. Grantor now has or at any time in the future may acquire any right, title or interest as security for the payment or performance, as the case may be, in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. The U.S. Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

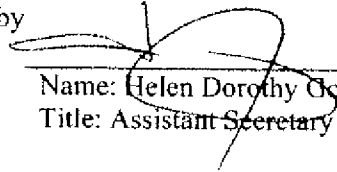
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other customary means of electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CLOSURE SYSTEMS INTERNATIONAL
INC.,

by



Name: Helen Dorothy Golding
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
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REYNOLDS CONSUMER PRODUCTS,
INC.,

by




Name: Helen Dorothy Golding
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004103 FRAME: 0718

REYNOLDS FOIL INC.,

by



Name: Helen Dorothy Golding
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004103 FRAME: 0719

SIG COMBIBLOC INC.,

by 

Name: Michele Needham
Title: Treasurer and Chief
Financial officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004103 FRAME: 0720

THE BANK OF NEW YORK MELLON, as
Collateral Agent,

By: Catherine F. Donohue
Name: Catherine F. Donohue
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Schedule I

U.S. Grantors

Closure Systems International Inc.

Reynolds Consumer Products Inc.

Reynolds Foil Inc.

SIG Combibloc Inc.

Schedule II

Trademarks

U.S. Trademark Registrations

<u>Name of U.S. Grantor</u>	<u>Exhibit Number</u>
Closure Systems International Inc.	A-1
Reynolds Consumer Products, Inc.	A-2
Reynolds Foil Inc.	A-3
SIG Combibloc Inc.	A-4

U.S. Trademark Applications

<u>Name of U.S. Grantor</u>	<u>Exhibit Number</u>
Closure Systems International Inc.	A-5
Reynolds Foil Inc.	A-6

EXHIBIT A-1
Closure Systems International Inc.
US Trademark Registrations

Trademark	Registration Number
Magna Torq	1,314,346
Jetflow	1,314,352
Double-Lok	1,659,792
Uni-Lok	1,661,754
Magna-Torq 2000	2,006,179
Capture	2,402,785
Extra-Lok	2,507,986
Nitro-Lok	2,528,424
Alco-Lok	2,815,826
Omni-Lok	2,890,317
Oxyblock	2,897,558
Extra-Lok XT	3,032,785
Vino-Seal	3,166,955
Aqua-Lok	1,761,402
Sports-Lok	2,671,737
Wing-Lok	1,324,601
We Make Your Packaging Work	3,332,684
Aqua-Lok Mini	3,509,397
Omni-Lok Mini	3,693,058
Nitrolok Mini	3,655,228
Xtra-Lok Mini	3,516,919
Talog	1,269,882
Spirit-Lok	3,184,133

Trademark	Registration Number
GEORUNNER	2,774,697
PUREMELT	2,613,557
PARTNERING IDEAS INTO SOLUTIONS	2,830,815
STRETCH 'N HOLD	2,981,978
EXPRESSIONS	3,287,836
FRESH-LOCK	3,576,277
PRESTO	1,016,031
STRETCH-GARD	1,076,401
SOD-SAVER	1,137,893
RAIN-RUN	1,138,774
COMPATIBAG	1,218,436
GEOBLOCK	1,335,543
POWERGARD	1,365,530
GOWEB	1,351,682
QUICK DRAW	1,433,831
FIESTA	1,447,472
E-Z TIE	1,497,663
FRESH-TRAK	1,540,519
C/NC GARD	1,544,446
SMART SHOPPER	1,550,134
SMART SHOPPER	1,550,135
LITE-GARD	1,567,150
RAIN-RUN	1,554,703
PRESTO	1,157,978
FRESH-TRAK RECLOSABLE ZIPPER (DESIGN)	1,563,351 1,563,352
FRESH-TRAK	1,559,818
PRESTO	1,565,951
PRESTO	1,574,979
PRESTO	1,563,323
PRESTO	1,569,637
THE PERFECT ALL-AROUND WRAP	1,610,936
POINTGARD	1,664,133
XTRA VALUE	1,729,279
FRESH-LOCK	1,902,169
PRESTO	1,807,470
CHEF'S PRIDE	2,257,410
PUSH 'N LOCK	2,074,521
ATRA	2,139,741
SPECMAKER	2,330,163
SURE SEAL	2,432,059
SURE SEAL	2,657,566

BILT-TUF	2,456,135
BILT-TUF	2,329,789
SOFT SEAL	2,643,729
AGRIWEB	2,665,611
EASY TO BAKE, FUN TO MAKE	3,367,266
FILTERPAVE	3,683,879
GEOSYSTEMS	1,444,150

EXHIBIT A-3
 Reynolds Foil Inc.
 US Trademark Registrations
Registration Number

Trademark	Registration Number
Knight, Horse & Dragon Design	654671
REYNOLON	662,070
REYNOLDS WRAP	677909
Knight, Horse & Dragon Design	705,599
REYNOLDS	748,108
CUT-RITE	847,228
REYNOLDS	853906
SLP	906,205
GSP	906,206
DIAMOND	909,949
REYNOLDS WRAP and Design (Reynolds Wrap) Design	1,067,092
REYNOLON	1,070,888
REYNOLDS	1,194,637
CUT-RITE	1,213,955
REYNOLDS	1,454,172
REYNOLDS	1,464,551
Diamond Carton Panel Design	1,543,553
REYNOLDS	1,554,397
REYNOLDS	1,591,687
REYNOLDS	1,591,981
QWIK SEAL	1,624,804
UNIGARD	1,646,013
DIAMOND	1,717,088
VALUE BUY	1,974,345
STAY CLOSED TAB	2,124,403
HOT BAGS	2,246,676
REYNOLDS	2,432,237
RELEASE	2,619,005
QWIK-SLIDE	2,626,698
DIAMOND & Design (1998)	2,632,121
METRO LINE	2,635,500
METRO LINE	2,641,084
DIAMOND	2,751,459
Diamond Carton Panel Design	2,780,859
VOYAGER	2,826,403
The Simple Secret to Better Baking	2,926,378
POT LUX	2,928,908
EZ Slide	2,944,841
Easter Design	2,950,883
Festive Winter	3,092,462
Hearts Design (ALCOA BAKING CUPS DESIGN)	3,143,854
Patriotic Design - ALCOA BAKING CUPS DESIGN (STARS & STRIPES)	3,143,855
Party Design (ALCOA BAKING CUPS DESIGN)	3,143,856
Festive and Design	3,219,017
Reynolds	765763
THE TOUGHER THE BETTER	3,473,233
HANDI-VAC	3,350,020
(design)	755,745

Trademark	Registration Number
COMBITOP	1914826

EXHIBIT A-5
Closure Systems International Inc.
US Trademark Applications

Trademark	Application Number
DOUBLE-LOK XT	77/197,860
MB-LOK MINI	77/162,772
SPIRIT-LOK	78/022,617

Trademark	Application Number
PADLOC	77200592
GEOBLOCK	77202944
GEOWEB	77202954
GEOSYSTEMS	77202959
COLOR SHOW-THROUGH	77083643
PAYRS	77201077
GEOTERRACE	77239371
BILT-TUF	78698785
KEEP-SAFE	78811982
CHEF'S DELIGHT (DESIGN)	78854489
FUNSHAPES	78984533
EXPRESSIONS	78590587
	78669162