

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                    |
|------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT     |
| <b>NATURE OF CONVEYANCE:</b> | Security Agreement |

**CONVEYING PARTY DATA**

| Name                      | Formerly | Execution Date | Entity Type                               |
|---------------------------|----------|----------------|---|
| BRPP, LLC                 |          | 05/04/2010     | LIMITED LIABILITY COMPANY: NORTH CAROLINA |
| EVERGREEN PACKAGING, INC. |          | 05/04/2010     | CORPORATION: DELAWARE                     |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Name:</b>           | THE BANK OF NEW YORK MELLON, as Collateral Agent |
| <b>Street Address:</b> | 900 Ashwood Parkway, Suite 425                   |
| <b>City:</b>           | Atlanta  |
| <b>State/Country:</b>  | GEORGIA  |
| <b>Postal Code:</b>    | 30338  |
| <b>Entity Type:</b>    | Association: UNITED STATES                       |

**PROPERTY NUMBERS Total: 44**

| Property Type        | Number  | Word Mark       |
|----------------------|---------|-----------------|
| Registration Number: | 0339420 | SUNTAN          |
| Registration Number: | 0553317 | FOLDUR          |
| Registration Number: | 0781426 | SKYLAND         |
| Registration Number: | 1004791 | SUNBURST        |
| Registration Number: | 1367551 | DAIRYPAK        |
| Registration Number: | 1437345 | VITASAVER       |
| Registration Number: | 1551856 | KEYSTONE        |
| Registration Number: | 1650116 | BUFF NE'ER TEAR |
| Registration Number: | 1824392 | CRUSH-PAK       |
| Registration Number: | 2506840 | RAPIER          |
| Registration Number: | 2556385 | OUTLOOK         |
| Registration Number: | 2559595 | VITALOK         |

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|                      |          |                         |
|----------------------|----------|-------------------------|
| Registration Number: | 2614864  |                         |
| Registration Number: | 2728786  | DAZZLEPAK               |
| Registration Number: | 2743531  | BLUE RIDGE SEASONS      |
| Registration Number: | 2857206  | REFLEXION               |
| Registration Number: | 2963816  | OVENCHAMP               |
| Registration Number: | 3191793  | SLIMPAK                 |
| Registration Number: | 3237794  | THER MAX                |
| Registration Number: | 3366890  | XTREME                  |
| Registration Number: | 1462791  | EXTENDED SHELF LIFE     |
| Registration Number: | 1466316  | ESL                     |
| Registration Number: | 1555729  | BARRIER PAK             |
| Registration Number: | 1717981  | SPOUT-PAK               |
| Registration Number: | 1815846  | ECO-PAK                 |
| Registration Number: | 1880374  | EVERGREEN               |
| Registration Number: | 1927456  | ESL EXTENDED SHELF LIFE |
| Registration Number: | 1927460  | ESL                     |
| Registration Number: | 1929399  | ELL                     |
| Registration Number: | 1939346  | ELL EXTENDED LONG LIFE  |
| Registration Number: | 2016736  | EXTENDED SHELF LIFE     |
| Registration Number: | 2028125  | EXTENDED LONG LIFE      |
| Registration Number: | 3060969  | TRU-TASTE MAXX          |
| Registration Number: | 3265982  | TRU-TASTE               |
| Registration Number: | 3463593  | EVERGREEN PACKAGING     |
| Registration Number: | 3463594  | EVERGREEN PACKAGING     |
| Registration Number: | 3485867  | EVERGREEN PACKAGING     |
| Registration Number: | 3490564  | TRUSPEC                 |
| Registration Number: | 3700249  | RUN TIME                |
| Serial Number:       | 77170338 | EVERGREEN PACKAGING     |
| Serial Number:       | 77678057 | SINGLESIP               |
| Serial Number:       | 77852080 | EVERGREEN PACKAGING     |
| Serial Number:       | 77852088 | EVERGREEN PACKAGING     |
| Serial Number:       | 77852092 | EVERGREEN PACKAGING     |

CORRESPONDENCE DATA

Fax Number: (866)826-5420

**TRADEMARK**  
**REEL: 004210 FRAME: 0829**

*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: | 35741                |
| NAME OF SUBMITTER:      | Penelope J.A. Agodoa |
| Signature:              | /pja/                |
| Date:                   | 05/21/2010           |

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TRADEMARK SECURITY AGREEMENT dated as of May 4, 2010 (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 by Amendment No. 1 dated as of January 1, 2010 (as further 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 AG (formerly known as 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.

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

BRPP, LLC

by Blue Ridge Paper Products Inc., its  
sole member and manager

  
Name: Helen Dorothy Golding  
Title: Secretary of Blue Ridge  
Paper Products Inc.

EVERGREEN PACKAGING INC.

By   
Name: Helen Dorothy Golding  
Title: Secretary

THE BANK OF NEW YORK MELLON, as  
Collateral Agent

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

Schedule I

U.S. Grantors

BRPP, LLC  
Evergreen Packaging Inc.



## Schedule II

TrademarksBRPP, LLC*U.S. Trademark Registrations*

| <u>Mark</u>         | <u>Reg. Date</u> | <u>Reg. No.</u> |
|---------------------|------------------|-----------------|
| SUNTAN              | 10/6/1936        | 339,420         |
| FOLDUR (Stylized)   | 7/15/1952        | 553,317         |
| SKYLAND             | 12/8/1964        | 781,426         |
| SUNBURST (Stylized) | 2/18/1975        | 1,004,791       |
| DAIRYPAK            | 10/29/1985       | 1,367,551       |
| VITASAVER           | 4/21/1987        | 1,437,345       |
| KEYSTONE            | 8/15/1989        | 1,551,856       |
| BUFF NE'ER TEAR     | 7/9/1991         | 1,650,116       |
| CRUSH-PAK           | 3/1/1994         | 1,824,392       |
| RAPIER              | 11/13/2001       | 2,506,840       |
| OUTLOOK             | 4/2/2002         | 2,556,385       |
| VITALOK             | 4/9/2002         | 2,559,595       |
| BLUE RIDGE Design   | 9/3/2002         | 2,614,864       |
| DAZZLEPAK           | 6/24/2003        | 2,728,786       |
| BLUE RIDGE SEASONS  | 7/29/2003        | 2,743,531       |
| REFLEXION           | 6/29/2004        | 2,857,206       |
| OVENCHAMP           | 6/28/2005        | 2,963,816       |
| SLIMPAK             | 1/2/2007         | 3,191,793       |
| THER MAX (Stylized) | 5/1/2007         | 3,237,794       |
| XTREME              | 1/8/2008         | 3,366,890       |

EVERGREEN PACKAGING INC.

*U.S. Trademark Registrations*

| <u>Mark</u>                    | <u>Reg. Date</u> | <u>Reg. No.</u> |
|--------------------------------|------------------|-----------------|
| EXTENDED SHELF LIFE and Design | 10/27/1987       | 1,462,791       |
| ESL                            | 11/24/1987       | 1,466,316       |
| BARRIER PAK and Design         | 9/12/1989        | 1,555,729       |
| SPOUT-PAK and Design           | 9/22/1992        | 1,717,981       |
| ECO-PAK                        | 1/11/1994        | 1,815,846       |
| EVERGREEN                      | 2/28/1995        | 1,880,374       |
| ESL EXTENDED SHELF LIFE        | 10/17/1995       | 1,927,456       |
| ESL                            | 10/17/1995       | 1,927,460       |
| ELL                            | 10/24/1995       | 1,929,399       |
| ELL EXTENDED LONG LIFE         | 12/5/1995        | 1,939,346       |
| EXTENDED SHELF LIFE            | 11/19/1996       | 2,016,736       |
| EXTENDED LONG LIFE             | 1/7/1997         | 2,028,125       |
| TRU-TASTE MAXX                 | 2/21/2006        | 3,060,969       |
| TRU-TASTE                      | 7/17/2007        | 3,265,982       |
| EVERGREEN PACKAGING            | 7/8/2008         | 3,463,593       |
| EVERGREEN PACKAGING            | 7/8/2008         | 3,463,594       |
| EVERGREEN PACKAGING            | 8/12/2008        | 3,485,867       |
| TRUSPEC                        | 8/19/2008        | 3,490,564       |
| RUN TIME                       | 10/20/2009       | 3,700,249       |

*U.S. Trademark Applications*

| <u>Mark</u>                                     | <u>Filing Date</u> | <u>Application No.</u> |
|---|--------------------|------------------------|
| <u>EVERGREEN PACKAGING</u>                      | <u>5/1/2007</u>    | <u>77/170,338</u>      |
| <u>SINGLESIP</u>                                | <u>2/25/2009</u>   | <u>77/678,057</u>      |
| <u>EVERGREEN PACKAGING</u><br><u>and Design</u> | <u>10/19/2009</u>  | <u>77/852,080</u>      |
| <u>EVERGREEN PACKAGING</u><br><u>and Design</u> | <u>10/19/2009</u>  | <u>77/852,088</u>      |
| <u>EVERGREEN PACKAGING</u><br><u>and Design</u> | <u>10/19/2009</u>  | <u>77/852,092</u>      |