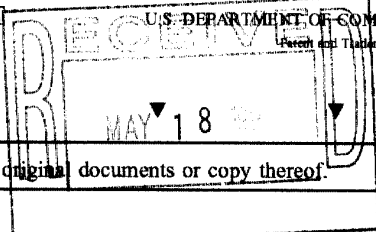


05-28-1998



100721044

SHEET 1
JULY
U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



5-18-98

Tab settings → → →

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

1. Name of conveying party(ies): Graham Packaging Corporation

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

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

2. Name and address of receiving party(ies):

Name: Graham Packaging Company

Internal Address: _____

Street Address: 1110 East Princess Street

City: York State: Pennsylvania ZIP: 17403

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Delaware limited partnership
- Corporation-State _____
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: February 2, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 999,674; 2,036,459; 1,726,798 (see attached Schedule A to U.S. and Foreign Trademark Assignment)

Additional numbers attached? Yes No

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

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

5/27/1998 SS&HTH (000000) 100107

1 FC:481

2 FC:005: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90

- Enclosed E
- Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Raymond M. Maiello, Esq.

Name of Person Signing

Signature

5/15/98

Date

Total number of pages comprising cover sheet: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1730 FRAME: 0130

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

GRAHAM RECYCLING CORPORATION (PA Corporation)

TRADEMARK
REEL: 1730 FRAME: 0131

APR -24' 98(FRI) 14:53 GRAHAM CAPITAL
 APR-23-98 THU 04:12 PM STB R-7

TEL: 1 717 846 6931
 FAX NO. 2124552502

P. 005
 P. 09/12

U.S. AND FOREIGN TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective this 2nd day of February, 1998 ("Effective Date"), from Graham Packaging Corporation, a Pennsylvania corporation located at 1420 Sixth Avenue, York, Pennsylvania 17403, and Graham Recycling Corporation, a Pennsylvania corporation located at 1420 Sixth Avenue, York, Pennsylvania 17403 ("Assignors") to Graham Packaging Company, a Delaware limited partnership located at 1110 East Princess Street, York, Pennsylvania 17403 ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the meanings given them in the Recapitalization Agreement referred to below.

WHEREAS, Assignors own certain trademarks, service marks and related rights; and

WHEREAS, an Agreement and Plan of Recapitalization, Redemption and Purchase, dated as of December 18, 1997 (the "Recapitalization Agreement"), has been entered into among Assignors, Graham Packaging Holdings Company, a Pennsylvania limited partnership, Graham Family Growth Partnership, a Pennsylvania limited partnership, Graham Engineering Corporation, a Pennsylvania corporation, Graham Capital Corporation, a Pennsylvania corporation, Donald C. Graham, BCP/Graham Holdings L.L.C., a Delaware limited liability company, and BMP/Graham Holdings Corporation, a Delaware corporation, providing for, among other matters, the assignment by Assignors to Assignee of certain trademarks, service marks and related rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of Section 3.14 of the Recapitalization Agreement in order to effectuate fully the purpose and intent and to allow for the appropriate recordation of the assignments and transfers therein reflected, Assignors hereby assign, transfer and convey to Assignee, its successors and assigns forever, Assignors' entire right, title and interest in, to and under the following:

1. Any and all trademarks and service marks, trade names, corporate names, logos, rights referred to as "trade dress," and other words, designations, labels, symbols, designs, colors, color combinations, product configurations and indicia used or intended to be used in connection with the Business, including any and all United States, state or foreign registrations issued, applications filed, or common-law rights related to any of the foregoing, including without limitation those trademark registrations listed on Schedule 3.10(c) or Exhibit 3.10(c) of the Recapitalization Agreement and on Schedule A annexed hereto, together with the goodwill of Assignors' business appertaining thereto ("Trademarks");

0103035103R03083GDFYU:ASG

APR. -24' 98 (FRI) 14:54 GRAHAM CAPITAL
- APR-23-98 THU 04:13 PM STB R-7

TEL: 1 717 846 6931
FAX NO. 2124552502

P. 006
P. 10/12
2

2. Any and all other rights and privileges provided under United States, state or foreign law with respect to the foregoing Trademarks, including without limitation the laws of unfair competition; and any and all rights in, to and under any and all licenses and other agreements and documents relating to any of the foregoing ("Related Rights");
3. Any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Related Rights occurring prior to the execution of this Assignment, including the right to receive all proceeds and damages therefrom; and
4. Any and all rights to obtain renewals or other legal protections pertaining to the Trademarks and Related Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks and Related Rights, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

This Assignment is effective as of the Effective Date. Assignors shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents and to take promptly any further action to protect, secure and vest good, valid and marketable title to the Trademarks and Related Rights in Assignee in all applicable nations, and to record this Assignment with all appropriate authorities in such nations, including without limitation the nations listed on Schedule A, if necessary or desirable as determined in the sole judgement of Assignee.

010395'0131(0206)0013000TYU.V30

TRADEMARK
REEL: 1730 FRAME: 0133

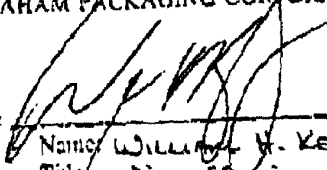
APR. -24' 98 (FRI) 14:54 GRAHAM CAPITAL
APR-23-98 THU 04:13 PM STB R-7

TEL: 1 717 846 6931
FAX NO. 2124552502

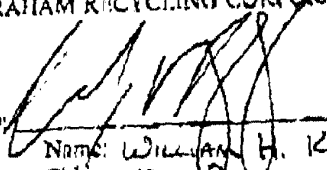
P. 007
P. 11/12
3

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be
duly executed and delivered as of the date above first written.


GRAHAM PACKAGING CORPORATION

By: 
Name: William H. Kerlin, Sr.
Title: Vice Chairman

GRAHAM RECYCLING CORPORATION

By: 
Name: William H. Kerlin, Jr.
Title: Vice President

GRAHAM PACKAGING COMPANY

By: 
Name: John E. Hamilton
Title: Vice President,
Finance & Administration
Treasurer & Secretary

0103954032102103-01301450 ASG

