

06-05-1998



ADEMARKS ONLY

A&G 33243.A1

100729193

To the Commission, the attached original documents or copy thereof.

1. Name of the conveying party(ies):

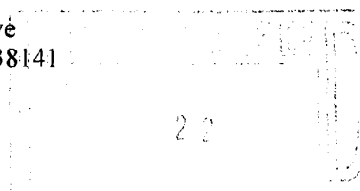
Elm Packaging Company, L.P.

- Individuals
- General Partnership
- Corporation-State of
- Other: \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Elm Acquisition, L.P.  
5837 Distribution Drive  
Memphis, Tennessee 38141



- Individual(s) citizenship
- General Partnership
- Corporation-State of
- Other: \_\_\_\_\_
- Association
- Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes  No  
(Designation must be separate from Assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: \_\_\_\_\_
- Merger
- Change of Name

Execution Date: April 8, 1998

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

A. Trademark Application No.(s)

75/160,649  
75/330,544  
75/176,684  
75/176,685  
75/160,701

B. Trademark Reg. No.(s)

1,185,806  
1,285,283  
1,284,374

Additional numbers attached?  Yes  No

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

Name: Michael A. Carrillo  
Address: Altheimer & Gray  
Suite 4000  
10 South Wacker Drive  
Chicago, IL 60606

6. Total number of applications and trademarks involved: 8

- 7. Total fee (37 CFR 3.41): \$215.00
- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 011,156

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.

Michael A. Carrillo  
Name of Person Signing

Michael A. Carrillo  
Signature

May 19, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 5

06/03/1998 DCDATES 00000233 75160649

Do not detach this portion

01 FC:481  
to be recorded with required cover sheet information to:  
175.00 DP

Commissioner for Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK  
REEL: 1735 FRAME: 0918

**SCHEDULE A**

<b>Registered United States Trademarks and Pending Applications</b>				
<b>Mark</b>	<b>Owner</b>	<b>Filing Date /Registration Date</b>	<b>Serial No./ Reg. No.</b>	<b>Status</b>
•ECOWARE	Elm Packaging Company, L.P.	08/29/96	75/160,649	Pending
•RITE-CHOICE	Elm Packaging Company, L.P.	07/25/97	75/330,544	Pending
•TUFF STUFF and Design (Color)	Elm Packaging Company, L.P.	10/03/96	75/176,684	Pending
•TUFF STUFF and Design (Black/White)	Elm Packaging Company, L.P.	10/03/96	75/176,685	Pending
•ECOLOGY FRIENDLY, ECONOMY WISE	Elm Packaging Company, L.P.	08/29/96	75/160,701	Pending
•LOW-CUBE	Elm Packaging Company, L.P.	01/12/82	1,185,806	Registered
•TUFF-STUFF	Elm Packaging Company, L.P.	07/10/84	1,285,283	Registered
•TUFF STUFF FOAMPLATES	Elm Packaging Company, L.P.	07/03/84	1,284,374	Registered

**ASSIGNMENT OF TRADEMARKS**

**AND**

**THE UNITED STATES REGISTRATIONS  
(AND PENDING APPLICATIONS FOR REGISTRATION) THEREOF**

WHEREAS, ELM PACKAGING COMPANY, L.P., a limited partnership organized and existing under the laws of the State of Delaware, having a place of business at 5837 Distribution Drive, Memphis, Tennessee 38141 ("ASSIGNOR"), acquired, adopted and used, and thereby owns, all rights, title and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks," "Registrations" and "Applications," respectively), along with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement," entered into by and between ASSIGNOR and ELM ACQUISITION, L.P., a limited partnership organized and existing under the laws of the State of Delaware, having a principal place of business at 5837 Distribution Drive, Memphis, Tennessee 38141 ("ASSIGNEE") on April 8, 1998, ASSIGNOR has agreed to assign to ASSIGNEE its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto, to ASSIGNEE, as required by said Asset Purchase Agreement, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer to ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks, Registrations and Applications identified in said Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Marks, or any of them, which actions and claims arose prior to the date of execution hereof.

ASSIGNOR hereby represents and warrants that, except as it may have otherwise disclosed to ASSIGNEE: (i) it is the sole owner of the Marks and the goodwill associated therewith, the Registrations thereof and the Applications relating thereto; (ii) the Registrations thereof were not obtained fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the United States and foreign Registrations thereof are not the subject of any cancellation proceedings in the United States Patent or Trademark Office; (iv) it has granted no licenses to any other party to use the Marks in the United States; (v) it is not aware of any third party who has

( 338054.1 )

asserted a claim of any ownership right, title or interest in the Marks, Registrations or Applications, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Marks, Registrations and/or Applications which would be breached or otherwise violated by the foregoing assignment of the Marks, Registrations and Applications. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove or as set forth in the Asset Purchase Agreement.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office so as to establish ASSIGNEE as owner of record of the Marks, Registrations and Applications in the United States.

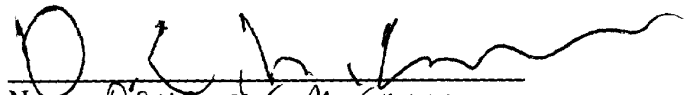
ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Marks, Registrations and Applications is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

ELM PACKAGING COMPANY, L.P. ("ASSIGNOR")

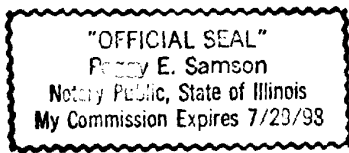
Dated: APRIL 8, 1998

By:

  
Name: DONALD C. MCCANN  
Title: PRESIDENT

State of ILLINOIS )  
 ) SS  
County of COOK )

On this 8TH day of APRIL, 1998, before me,  
PEGGY E. SAMSON, the undersigned Notary Public, personally appeared  
DONALD C. McCAW  
personally known to me OR  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.



WITNESS my hand and official seal.

Peggy E. Samson  
Notary's Signature