

10-16-1998

ONLY

Docket No.: D



100851832

Tab settings 9-28-98

To the Honorable Commissic

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Genpak Corporation

- Individual(s)
- General Partnership
- Corporation-State New York
- Other _____

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: April 30, 1998

Name and address of receiving party(ies):

Name: Genpak LLC

Internal Address: _____

Street Address: 68 Warren Street

City: Glens Falls State: NY ZIP: 12801

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York Limited Liability Company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached List

Additional numbers Yes No

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

Name: DAVID B. KIRSCHSTEIN, ET AL

Internal Address: KIRSCHSTEIN, ET AL

Street Address: 489 Fifth Avenue, 17th Floor

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved:..... 9

7. Total fee (37 CFR 3.41):.....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____



09-28-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #70

10/15/1998 TTM11 00000169 877259

DO NOT USE THIS SPACE

01 FC:481 40.00 BP
02 FC:482 200.00 BP

2400

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.

DAVID B. KIRSCHSTEIN

Name of Person Signing

Signature

September 23, 1998

Date

Total number of pages including cover sheet, attachments, and

16

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Dt.</u>
EUROPA-TOTE	877,259	September 23, 1969
RAP-N'-BAG	1,221,655	December 28, 1982
CHECK-SAK	1,276,960	May 8, 1984
SIZZLE SAK	1,279,015	May 22, 1984
TWISTLOCK	1,325,880	March 19, 1985
Design of Bag w/Double Grid	1,408,427	September 9, 1986
SUPERBAG JR.	1,765,821	April 20, 1993
SUPERBAG	1,768,604	May 4, 1993
MEALS TO GO & Design	2,098,895	September 23, 1997

CONTRIBUTION AGREEMENT

THIS AGREEMENT made as of the 30th day of April, 1998.

BETWEEN:

GENPAK CORPORATION, a corporation duly incorporated under the laws of the State of New York, and having an office at Suite 1600, 1055 West Hastings Street, Vancouver, British Columbia

("Genpak")

OF THE FIRST PART

AND:

GENPAK LLC, a limited liability company duly formed under the laws of the State of New York, and having an office at 68 Warren Street, Glens Falls, New York, 12801

("Genpak LLC")

OF THE SECOND PART

WHEREAS:

- A. Genpak is a manufacturer and supplier of foam take-out containers, paper soufflé & cone cups and disposable dinnerware for both the food industry and retail markets, ovenable bakery and food trays, clear hinged bakery containers, institutional serving trays and deli containers and other food and specialty packaging products for the supermarket, retail and promotional markets in North America (the "Food and Specialty Packaging Business").
- B. Genpak, through its division, Continental Superbag™ Company, also manufactures and supplies plastic square-bottom bags for the supermarket, retail and promotional markets in North America, Mexico and the United Kingdom (the "Superbag™ Business").
- C. The Food and Specialty Packaging Business and the Superbag™ Business are collectively referred to herein as the "Genpak Business".
- D. Genpak is the sole member of Genpak LLC.

- E. Genpak desires to contribute and assign to Genpak LLC and Genpak LLC desires to accept and assume (i) all of the business, operating assets and property of Genpak, whether tangible or intangible, and wherever located, including, without limitation, all trademarks and intellectual property rights owned by Genpak and Continental Superbag™ Company and all furniture, fixtures, inventory, equipment, contracts and agreements related to the Genpak Business (collectively, the “Genpak Assets”).

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the terms, conditions and mutual agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties) the parties hereto agree as follows:

1.0 Contribution of Genpak Assets

1.1 Description of Assets to be Contributed by Genpak. On the Closing Date (as hereinafter defined), Genpak hereby contributes, transfers and conveys to Genpak LLC all of Genpak’s right, title or interest in and to all the Genpak Assets owned by Genpak on the Closing Date including, without limitation, the assets which are set out in the balance sheet by category in Schedule 1 attached hereto.

1.2 Effect of Contribution. The contribution and conveyance of the Genpak Assets by Genpak to Genpak LLC shall be Genpak’s capital contribution as the sole member of Genpak LLC pursuant to the terms of the Operating Agreement of Genpak LLC.

2.0 Representations and Warranties of Genpak

2.1 Corporate Power and Authority. Genpak represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of New York and duly qualified to transact business as a foreign corporation in the states of Alabama, Indiana, Utah, Texas, North Carolina, South Carolina and Ohio and in the Province of Ontario, Canada, with full corporate power and authority to conduct its business as now conducted, own its assets and enter into and perform its obligations under this Agreement. The execution, delivery, and performance of this Agreement by Genpak has been duly authorized by all necessary corporate or company action and this Agreement constitutes, and all deeds, bills of sale, assignments, agreements and other instruments and documents to be executed and delivered by Genpak hereunder will constitute the legal, valid and binding obligations of Genpak enforceable against the Genpak.

2.2 Title to Assets. Genpak owns and possesses and has good and marketable title to the Genpak Assets, free and clear of all liens, charges and encumbrances of every kind and nature whatsoever, save and except for those disclosed to Genpak LLC.

3.0 Representations and Warranties of Genpak LLC

3.1 Corporate Power and Authority. Genpak LLC is a limited liability company duly formed, validly existing under the laws of the State of New York and qualified to transact business in the states of Alabama, Indiana, Texas, North Carolina, South Carolina and Ohio and in the Province of Ontario, Canada, and has the power, authority and capacity to enter into this Agreement and to carry out its terms. The execution and delivery of this Agreement and the completion of the transactions contemplated hereby has been duly and validly authorized by all necessary corporate action on the part of Genpak LLC, and this Agreement constitutes a valid and binding obligation of Genpak LLC enforceable against Genpak LLC in accordance with its terms.

4.0 Closing; Certain Filings

4.1 Closing Date. The transaction contemplated hereby shall be effective at 11:59 p.m. (New York time) on the date first above written (the "Closing Date").

4.2 Deliveries at Closing. At or prior to the effective time on the Closing Date, Genpak shall deliver to Genpak LLC the following:

- (a) an Assignment of Patents and Patent Applications, duly executed by Genpak, in substantially the form attached hereto as Schedule 2;
- (b) an Assignment of Registered Trademarks and Trademark Applications, duly executed by Genpak, in substantially the form attached hereto as Schedule 3;
- (c) an Assignment of Attorney Patent Dockets, duly executed by Genpak, in substantially the form attached hereto as Schedule 4; and
- (d) such other approvals, opinions, documents or certificates as Genpak LLC may reasonably request.

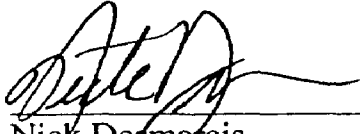
4.3 Certain Filings. Genpak and Genpak LLC shall cooperate with one another (a) in determining whether any action by or interest in respect of, or filing with, any governmental body, agency, official or authority is required, or any actions, consents, approvals or waivers are required to be obtained from any parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement and (b) in taking such actions or making any filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

5.0 General Provisions

5.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither this Agreement nor any right hereunder may be assigned by any party without the consent of the other parties hereto, which shall not be unreasonably withheld.


IN WITNESS WHEREOF, the undersigned have executed this Contribution Agreement as of the date first above written.

GENPAK CORPORATION

By: 

Nick Desmarais
Secretary

GENPAK L.L.C.

By: 

Nick Geer
Manager

SCHEDULE 1

13-Apr
15:45

GENPAK
BALANCE SHEET
MARCH 1998

	DEC 97	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Current Assets:													
Cash	619	(1,097)	62	(1,437)	0	0	0	0	0	0	0	0	0
AR Trade	12,767	13,731	14,939	14,026									
AR Other	2,700	2,828	1,924	1,403									
Inventories:													
Raw Mat	3,436	3,513	3,598	3,707									
WIP	900	920	1,326	1,110									
Fin Goods	6,142	6,556	7,026	8,304									
Total Inv	10,478	10,989	11,950	13,121	0	0	0	0	0	0	0	0	0
Prepays	642	536	541	434									
Interco Rec	247	489	722	0									
Total Curr Assets	27,453	27,476	30,138	27,547	0	0	0	0	0	0	0	0	0
Fixed Assets:													
Land	378	378	378	378									
Buildings	0	0	0	0									
Plant Equip	59,548	61,074	62,064	64,312									
Leasehold Imp	0	0	0	0									
Disc	601	601	601	601									
Accum Depr	60,527	62,053	63,043	65,291	0	0	0	0	0	0	0	0	0
Fixed Assets	35,810	36,177	36,544	36,911	0	0	0	0	0	0	0	0	0
Total Fixed Assets	24,717	25,876	26,499	28,380	0	0	0	0	0	0	0	0	0
Other Assets:													
Notes Rec	10,973	9,973	8,973	6,974									
Goodwill	1,485	1,472	1,459	1,446									
Other	0	0	0	0									
Total Other Assets	12,458	11,445	10,432	8,420	0	0	0	0	0	0	0	0	0
Total Assets	64,628	64,797	67,069	64,347	0	0	0	0	0	0	0	0	0
Current Liab:													
AP & Accruals	19,699	18,235	17,950	15,682									
Outstand Checks	4,485	4,391	5,327	4,918									
Inc Tax Pay	3,343	4,087	4,747	3,131	0	0	0	0	0	0	0	0	0
Current LTD	0	0	0	0	0	0	0	0	0	0	0	0	0
Interco Pay	0	0	0	0	0	0	0	0	0	0	0	0	0
Current Liab	27,527	26,713	28,024	23,731	0	0	0	0	0	0	0	0	0
Long Term Debt:													
Third Party	0	0	0	0	0	0	0	0	0	0	0	0	0
Intercompany	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Long Term Debt	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Liab	27,527	26,713	28,024	23,731	0	0	0	0	0	0	0	0	0
Equity:													
Common	20	20	20	20									
Preferred	1,906	1,906	1,906	1,906									
Goodwill	5,295	5,295	5,295	5,295									
PIC	9,379	9,379	9,379	9,379									
Total Equity	17,411	18,394	19,355	20,926	0	0	0	0	0	0	0	0	0
Total S/E	34,011	34,994	35,955	37,526	0	0	0	0	0	0	0	0	0
Total Liab & S/E	64,628	64,797	67,069	64,347	0	0	0	0	0	0	0	0	0

Assignment of Patents and Patent Applications

WHEREAS, GENPAK CORPORATION, a New York State Corporation, having offices at 68 Warren Street, Glens Falls, New York 12801 is the owner of the entire right, title and interest in, to and under the following Patents and Patent Applications, and the inventions which are the subject thereof (hereinafter, collectively "the Intellectual Property"):

<u>U.S. Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
5,681,865	Method for Producing Polyester Foam	October 28, 1997
5,679,295	Method for Producing Polyester Foam Using a Blowing Agent Combination	October 21, 1997
5,652,277	Process for Producing Alkenyl Aromatic Foams Using a Combination of Atmospheric and Organic Gases and Foams Produced Thereby	July 29, 1997
5,413,239	Unitary Hinge for a Container	May 9, 1995
5,403,865	Process for Producing Polystyrene Foam	April 4, 1995
5,342,857	Process for Producing Polystyrene Foam	August 30, 1994
5,339,973	Latch for a Container	August 23, 1994
4,446,986	Fluid Tight Container and Closure Assembly	May 8, 1984
4,385,711	Child Resistant Closure Assembly	May 31, 1983
4,383,954	Forming and Delivering Stackable Articles	May 17, 1983
Des. 380,648	Food Dish	July 8, 1997
Des. 346,528	Muffin Pan	May 3, 1994
Des. 335,798	Plate	May 25, 1993
Des. 278,800	Plastic Paint Container	May 14, 1985
<u>Serial No.</u>	<u>Title</u>	<u>Filing Date</u>
08/534,692	Container for Stabilizing Food Dish	September 27, 1995
08/593,141	Method for Making Ventilated Container	February 1, 1996
08/649,314	Tabless Container Closure	May 17, 1996
08/772,828	Ventilated Container	December 24, 1996

<u>Serial No.</u>	<u>Title</u>	<u>Filing Date</u>
08/859,202	Method of Recycling Polyester Foam	May 20, 1997
08/916,080	Container Closure	August 21, 1997
08/940,671	Compartmentalized Container	September 30, 1997
08/941,900	Container Closure System	September 30, 1997
Unassigned (Attorney Docket No.: 0869.031)	Method and System for Forming Low Density Polymer Foam Article	April 28, 1998
PCT/US93/04530	Latch for a Container	Priority date May 14, 1992 (Int'l filing date May 12, 1993)

AND WHEREAS, GENPAK, L.L.C., a New York State Limited Liability Company, having offices at 68 Warren Street, Glens Falls, New York 12801, is desirous of obtaining the entire right, title and interest in, to and under the Intellectual Property;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to GENPAK CORPORATION, in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, GENPAK CORPORATION has sold assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto GENPAK, L.L.C., its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Intellectual Property, including any and all reissues and extensions thereof, all applications for Letters Patent which may be filed for the Intellectual Property or which claim priority thereto, which may hereafter be filed in any country or countries foreign to the United States; and all Letters Patent which may be granted on the Intellectual Property in the United States and any country or countries foreign to the United States and all extensions, renewals and reissues thereof, and GENPAK CORPORATION hereby authorizes and requests the Commissioner of Patents of the United States, and any Official or any country or countries foreign to the United States, whose duty it is to issue patents on patent applications, to issue all Letters Patent arising hereunder to GENPAK, L.L.C., its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND GENPAK CORPORATION, does hereby sell, assign, transfer and set over, unto GENPAK, L.L.C., its successors, legal representatives and assigns, the right to sue for any past


infringement of any patents comprising Intellectual Property, and for infringement of any patents which may hereafter be granted in the United States or any country or countries foreign to the United States for the Intellectual Property or claiming priority thereto;

AND GENPAK CORPORATION HEREBY covenants that is has full right to convey the entire right, title and interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith;

AND GENPAK CORPORATION HEREBY further covenants and agrees that it will communicate to GENPAK, L.L.C., its successors, legal representatives and assigns, any facts known to it respecting the Intellectual Property and all patents which may hereafter be granted, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything possible to aid GENPAK, L.L.C., its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Intellectual Property in any and all countries of the world.

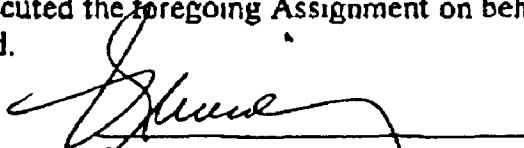
IN TESTIMONY WHEREOF, GENPAK CORPORATION has caused this Assignment to be signed by its duly authorized officer and its seal to be attached this 30 day of April, 1998.

GENPAK CORPORATION

By: 
Printed Name: NICK DESMARAIS
Title: SECRETARY

PROVINCE OF BRITISH COLUMBIA
STATE OF NEW YORK)
CITY)
COUNTY OF VANCOUVER) ss.

On this 30 day of April, 1998, personally appeared Nick Desmarais, to me known to me to be a secretary of GENPAK CORPORATION the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.


Notary Public

**ASSIGNMENT OF REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

WHEREAS, GENPAK CORPORATION ("Assignor"), a New York State Corporation, having its principal offices at 68 Warren Street, Glens Falls, New York 12801, has adopted and is the owner of the United States trademarks set forth below, hereinafter referred to as ("The Trademarks"). The Trademarks having been continuously used by Assignor in interstate commerce since at least as early as their acquisition dates:

United States Registered Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>
GENPAK	72/338,147	902,841	11/24/70
GENPAK	72/373,974	933,716	5/16/72
ARISTOCRAT	72/440,829	984,236	5/21/74
SMART SET	72/440,831	984,237	5/21/74
POLYTHERM	72/440,830	988,681	7/23/74
QUALITY TO GO	73/761,810	1,575,013	1/20/90
ORIENTAL DESIGN	73/809,674	1,588,919	3/27/90
CELEBRITY	74/147,533	1,747,811	1/19/93
DIPLOMAT	74/152,995	1,770,802	5/11/93
BAKE 'N SHOW	74/349,111	1,849,326	8/9/94
SECURE SEAL	74/341,398	1,877,257	1/31/95
FIRST IMPRESSIONS	74/609,662	1,980,271	6/11/96
CATERER'S SELECT	74/410,298	2,001,740	9/17/96
OVEN 'N SERVE	74/431,185	2,087,946	8/12/97

United States Pending Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Status</u>	<u>Date of Filing</u>
SILHOUETTE	75/238,026	Pending; Published 2/17/98	2/7/97
SNAP IT	75/275,092	Pending; Published 2/10/98; Opposition period extended by Snap On Technologies, Inc. to May 11, 1998	4/15/97
PET PLUS	75/275,093	Pending; Published 3/3/98	4/15/97
PET +	75/275,109	Pending Published 3/3/98	4/15/97

Canadian Registered Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>
QUALITY TO GO	0622,829	398,829	5/15/92
CELEBRITY	0688,912	414,574	7/16/93
SECURE SEAL	0719,421	429,575	6/14/94
BAKE 'N SHOW	0720,350	429,589	6/24/94

WHEREAS, **GENPAK, L.L.C.** ("Assignee"), a New York State Limited Liability Company, having its principal offices at 68 Warren Street, Glens Falls, New York 12801, is desirous of acquiring The Trademarks;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **GENPAK CORPORATION**, hereby assigns to **GENPAK, L.L.C.**, all right, title and interest including, but not limited to, any and all common law interest, worldwide, including in the United States in and to The Trademarks, together with the goodwill of the business symbolized by The Trademarks and registrations thereof;

NOW FURTHER, Assignor agrees to assign, and hereby does assign, to Assignee all

right, title and interest, including common law interest, worldwide, in and to the trade dress and any good will associated therewith relating to any and all products sold by Assignor or its licensees, affiliates or agents, using The Trademarks, including, but not limited to, the rights to the overall look and appearance of said products which Assignor has or may have.

Signed and effective this 30 day of April, 1998.

GENPAK CORPORATION (Assignor)

By: 

Nick Desmarais

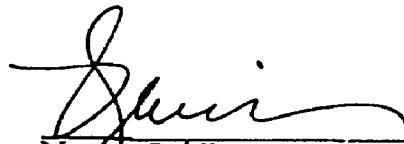
Printed Name

SECRETARY

Title

PROVINCE OF BRITISH COLUMBIA
STATE OF NEW YORK
CITY
COUNTY OF Vancouver } ss.

On this 30 day of April, 1998, personally appeared Nick Desmarais to me known to me to be a secretary of GENPAK CORPORATION the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.


Notary Public

Assignment of Attorney Patent Dockets

WHEREAS, GENPAK CORPORATION, a New York State Corporation, having offices at 68 Warren Street, Glens Falls, New York 12801 has certain rights in the inventions which are the subject of the following attorney dockets:

<u>Docket No.:</u>	<u>Title:</u>
0869.019C	Method for Producing Polymer Foam Using a Blowing Agent Combination
0869.033	Food Container System
0869.034	Method for Producing Polymer Foam
0869.035	Method for Producing Polymer Foam Using a Blowing Agent Combination
1249.002	Easy Open Container

AND WHEREAS, GENPAK, L.L.C., a New York State Limited Liability Company, having offices at 68 Warren Street, Glens Falls, New York 12801, is desirous of obtaining all of GENPAK CORPORATION'S rights, if any, to said attorney dockets;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to GENPAK CORPORATION, in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, GENPAK CORPORATION has sold assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto GENPAK, L.L.C., its successors, legal representatives and assigns, all of its rights to said attorney dockets, including any and all patent applications filed thereon in the future, reissues and extensions thereof, and all patent applications claiming priority thereto which may hereafter be filed in any country or countries foreign to the United States; and all Letters Patent which may be granted thereon in the United States and any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and GENPAK CORPORATION hereby authorizes and requests

the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on patent applications to issue all Letters Patent arising hereunder to GENPAK, L.L.C., its successors, legal representatives and assigns, in accordance with the terms of this instrument;

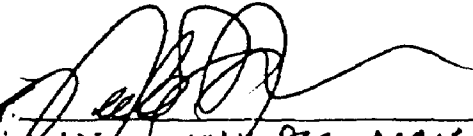
AND GENPAK CORPORATION, does hereby sell, assign, transfer and set over, unto GENPAK, L.L.C., its successors, legal representatives and assigns, the right to sue for infringement of any patents, reissues and extensions thereof which may hereafter be granted on applications filed on said attorney docketts in the United States and any country or countries foreign to the United States;

AND GENPAK CORPORATION HEREBY covenants that it has not executed, and will not execute, any agreement in conflict herewith;

AND GENPAK CORPORATION HEREBY further covenants and agrees that it will communicate to GENPAK, L.L.C., its successors, legal representatives and assigns, any facts known to it respecting said attorney docketts, any patent applications hereafter filed thereon, and any patents which may hereafter be granted, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and generally do everything possible to aid GENPAK, L.L.C., its successors, legal representatives and assigns, to obtain and enforce proper patent protection in any and all countries of the world.

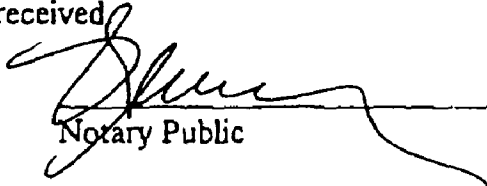
IN TESTIMONY WHEREOF, GENPAK CORPORATION has caused this Assignment to be signed by its duly authorized officer and its seal to be attached this ____ day of _____, 1998.

GENPAK CORPORATION

By: 
Printed Name: NICK DESMARAIS
Title: SECRETARY

PROVINCE OF BRITISH COLUMBIA
STATE OF NEW YORK)
CITY) ss.
COUNTY OF Vancouver)

On this 30 day of April, 1998, personally appeared Nick Desmarais, to me known to me to be a Secretary of GENPAK CORPORATION the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said Assignor and pursuant to authority duly received.


Notary Public