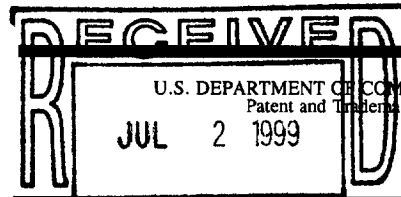


7299

07-08-1999



101085061

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

1. Name of conveying party(ies):

EXXON CORPORATION

- Individual(s)
- General Partnership
- Corporation - State of New Jersey
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: May 17, 1999

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

Name: TREDEGAR INDUSTRIES, INC.

Internal Address: _____

Street Address: 1100 Boulders Parkway

City: Richmond State Virginia ZIP: 23225

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Virginia
- 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

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

A. Trademark Application No(s).

B. Trademark registration No(s).

1,007,884

Additional numbers attached? Yes No

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

Name: Russell N. Rippamonti

Jenkins & Gilchrist, P.C.

Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: _____

(Attach 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.

Russell N. Rippamonti
Name of Person Signing

Russell N. Rippamonti
Signature

6/28/99
Date

Total number of pages comprising cover sheet: 3

07/08/1999 DNGUYEN 00000062 1007884

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TRADEMARK
REEL: 001924 FRAME: 0050

**ASSIGNMENT OF TRADEMARKS
FROM EXXON CORPORATION TO TREDEGAR INDUSTRIES, INC.**

WHEREAS, Exxon Corporation, of 5959 Las Colinas Boulevard, Irving, Texas, a corporation of the State of New Jersey, (hereinafter "Exxon") is the owner of the applications and registrations for the mark EXTREL and the common law mark TWISTLOCK and may have certain rights in the marks EXAIRE, EXTRAFLEX, FLEXAIRE AND FABRIFLEX as shown on Schedule A (hereinafter "Trademarks");

WHEREAS, Tredegar Industries, Inc. a company formed under the laws of Virginia (hereinafter "Purchaser") is desirous of acquiring the Trademarks and the registrations and applications for registration thereof;

WHEREAS, for many years Exxon has used the prefix EXX as part of marks, including the marks EXXON, EXXAIRE and EXXTRAFLEX, in connection with its products and services, and the prefix EXX is associated with Exxon; and

WHEREAS, Purchaser and Exxon Chemical Company, a division of Exxon Corporation, have entered into an Asset Purchase Agreement dated April 23, 1999 in connection with the purchase and sale of the business of Exxon Chemical Company's film group (hereinafter "Business").

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:


1. Exxon assigns to Purchaser all right, title, and interest it has in and to the Trademarks, including the common law marks and the registrations and applications for registration for the mark EXTREL shown on Schedule A, together with the goodwill of the Business symbolized by the Trademarks, subject to the following conditions and exceptions:
 - a. This assignment is subject to the agreements, licenses and limitations which Exxon has disclosed to Purchaser, including those listed on Schedule C. Exxon, as Licensor, in its sole discretion, may cancel the EXTREL Licenses and EXTREL Registered User Agreements with Exxon affiliates.
 - b. Purchaser recognizes Exxon has rights in the EXX prefix which has been used in connection with many Exxon marks, including the marks EXXAIRE and EXXTRAFLEX. No right, title or interest in any name or mark containing a double "xx" or any related logo, mark or name incorporating a double "xx", which is used in the Business will be transferred to Purchaser. Notwithstanding the foregoing, Exxon shall transfer any rights it has in the marks EXAIRE and EXTRAFLEX, with a single "x". Upon request of Purchaser, Exxon will file a petition to voluntarily cancel any or all of the registrations of the marks EXXAIRE and EXXTRAFLEX listed on Schedule B. Exxon further agrees that upon request by Purchaser it will execute a consent to registration of the marks EXAIRE and EXTRAFLEX for plastic film in the United States of America or any foreign country and Exxon agrees it will not oppose any attempt by Purchaser to register the marks EXAIRE and EXTRAFLEX for plastic film. Purchaser agrees it will bear the expense of preparing and filing any such documents and will reimburse Exxon for any costs incurred by Exxon related to same.


2. This assignment is limited to the Trademarks set out in Schedule A.
- a. No right, title, or interest in and to the registrations and applications for registration of the mark EXTREL shown on Schedule B will be transferred to Purchaser.
- b. No right, title or interest in and to any trademarks which include the letters "EXX", or the registrations and applications for registration thereof, including those set out in Schedule B, will be transferred to Purchaser.
3. Purchaser, by acceptance hereof, recognizes this Agreement is subject to the agreements, licenses and limitations which Exxon has disclosed to it, including those listed on Schedule C, and further recognizes it is solely responsible for drafting, filing, or recording any documents necessary to effect or complete the transfer, any continuing prosecution or maintenance of the marks or registrations, and incurring and paying any fees, including government and attorney fees. Exxon agrees to cooperate with Purchaser in the execution, notarization and legalization of such documents and will execute such other and further documents as appropriate for effecting the transfer, prosecution or maintenance of said registrations and pending applications. Regarding the Schedule A registrations and pending applications in countries other than the United States, Exxon agrees to execute individual assignments on appropriate forms recommended by or prepared by foreign trademark associates, at Purchaser's expense. To the extent that such foreign assignment forms include representations or warranties by Exxon, which have not been made in this Agreement, Purchaser will not rely on or seek to enforce against Exxon any such representations or warranties. Exxon further agrees to use commercially reasonable efforts to maintain the registrations and pending applications in force and effect until forty-five (45) days after the execution of this assignment. Purchaser agrees to reimburse Exxon for any costs or fees incurred by Exxon pertaining to same.
4. Anything contained in this Agreement to the contrary notwithstanding, to the extent that any property or property right which would be transferred or assigned by this document but for the fact that it is not assignable or transferable without the consent, approval, authorization, license, waiver or other act of any third party (including a government or governmental unit), this Agreement shall not constitute an assignment or transfer, or an attempted assignment or transfer, if such assignment or transfer or attempted assignment or transfer would constitute a breach of any obligation to such third party or a violation of any law, decree, order, regulation or other governmental edict.

Dated at Chicago, Illinois this 17 day of May, 1999.

EXXON CORPORATION

TREDEGAR INDUSTRIES, INC.

By: 
Printed Name: Barry Rokin PJ4
Title: Its Agent and Attorney -in-Fact

By: 
Printed Name: NORMAN A. SCHWA
Title: EXECUTIVE VICE PRESIDENT

Schedule A
Trademarks Assigned

1. Applications for Registration and Registrations of the Trademark EXTREL

Country	Status	Appl. or Reg. No.	Appl. or Reg. Date	Next Renewal	Class	Goods
Argentina	Registered	1531403	29-Jul-1994	29-Jul-2004	17	All Goods In Class 17
Argentina	Registered	1531402	29-Jul-1994	29-Jul-2004	1	All Goods In Class 1
Argentina	Registered	1586440	27-Dec-1995	27-Dec-2005	16	All Goods In Class 16
Brazil	Registered	816552800	13-Jul-1993	13-Jul-2003	1.35/90 (Int'l 1)	Chemical Products For Industrial And Scientific Use; Adhesive Substances For Industrial Use
Brazil	Registered	816552797	15-Jun-1993	15-Jun-2003	17.10/20 (Int'l 17)	Plastics In The Form Of Sheets, Blocks And Rods, Being For Use In Manufacture; Materials For Packing, Stopping Or Insulating
Canada	Registered	381,350	08-Mar-1991	08-Mar-2006	17	Plastic Film
Chile	Registered	379982	22-Jan-1992	22-Jan-2002	17	Polyolefin Film
Colombia	Registered	197078	15-May-1997	15-May-2007	1	Polyolefin Film
Finland	Registered	126586	07-Jun-1993	07-Jun-2003	1,17	Polyolefin Film
France	Registered	1587811	23-Apr-1990	23-Apr-2000	1,17	All Goods In Intl Classes 1 & 17
United Kingdom	Registered	1421505	14-Mar-1990	14-Mar-2007	17	Articles And Materials Made Of Plastics, All Included In Class 17
Greece	Registered	100386	17-Jul-1994	23-Aug-2000	17	Plastic Film
Hong Kong	Registered	1025/1993	25-Jan-1991	25-Jan-2012	17	All Goods In Intl Class 17
Iceland	Registered	48/1991	07-Jan-1991	07-Jan-2001	17	All Goods In Intl Class 17
India	Filed	Appl. No. 564801	Appl. Date 02-Jan-1992	02-Jan-1999	1	All Goods In Class 1
India	Filed	Appl. No. 564802	Appl. Date 02-Jan-1992	02-Jan-1999	17	All Goods In Class 17
Japan	Registered	2422052	30-Jun-1992	30-Jun-2002	34 (Int'l 17)	Plastics, Rubbers, Leather, Pulps, Other Base Materials Not Belonging To Other Classes
Mexico	Registered	397567	11-Jul-1991	10-Apr-2001	1	All Goods In Intl Class 1
Mexico	Registered	397839	26-Jul-1991	10-Apr-2001	17	All Goods In Intl Class 17
Norway	Registered	153306	19-Sep-1992	19-Sep-2002	1,17	Cl.1: Raw Plastic In The Form Of Polyolefin Products. Cl.17: Semi-finished Plastics In The Form Of Polyolefin Film
Philippines	Registered	53768	13-Oct-1992	13-Oct-2012	17	Plastic Films
Singapore	Registered	943/91	19-Feb-1991	19-Feb-2008	17	Plastic Film Other Than For Wrapping

Singapore	Registered	10825/91	09-Dec-1991	09-Dec-2001	16	Film Products For Wrapping (Packaging) Purposes; All Included In Class 16
South Korea	Registered Associated with Reg. No. 281581	236448	27-Apr-1992	27-Apr-2002	Nat'l 10	Lubricants, Chemical Substances For Use In The Manufacture Of Lubricants And Cutting Oils, Additives For Lubricants, Plasticizers, Solvents, Adhesives, Artificial Sweetening, Crude Drugs And Musk
South Korea EXTREL In Korean Characters	Registered Associated with Reg. No. 236448	281581	15-Dec-1993	15-Dec-2003	Nat'l 10	Lubricants, Chemical Substances For Use In The Manufacture Of Lubricants & Cutting Oils, Additives For Lubricants, Plasticizers, Solvents, Adhesives, Artificial Sweetening, Crude Drugs & Musk
Taiwan	Registered	516218	01-Mar-1991	28-Feb-2001	17	Plastic Hose And Tubes, Plastic Board, Tires, Plastic Film
United States of America	Registered	1007884	01-Apr-1975	01-Apr-2005	17	Plastic Film
Venezuela	Filed	Appl. No. 11404-96	Appl. Date 22-Jul-1996		17	Plastic Film For Packaging And Other Applications

2. The common law mark TWISTLOCK for polypropylene film. Any trademark rights in Cuba, North Korea, Sudan and Yugoslavia are not included in this assignment. At a time when the provisions of paragraph 4. of this assignment no longer apply to Cuba, North Korea, Sudan and Yugoslavia, upon request by Purchaser, Exxon will either assign any right it may have in and to the mark TWISTLOCK in that country or abandon any right it may have in the mark TWISTLOCK in that country, at Purchaser's option. Purchaser agrees to reimburse Exxon for all attorneys' fees and expenses associated with such requested action.

3. Any rights Exxon may have in the marks EXAIRE and EXTRAFLEX with a single "x". This does not include any right, title or interest in any name or mark containing a double "xx" or any related logo, mark, name, or trademark application or registration for a mark incorporating a double "xx", which is used in the Business, and which will not be transferred to Purchaser. Any trademark rights in Cuba, North Korea, Sudan and Yugoslavia are not included in the assignment. At a time when the provisions of paragraph 4. of this assignment no longer apply to Cuba, North Korea, Sudan and Yugoslavia, upon request by Purchaser, Exxon will either assign any right it may have in and to the marks EXAIRE and EXTRAFLEX in that country or abandon any right it may have in the marks EXAIRE and EXTRAFLEX in that country, at Purchaser's option. Purchaser agrees to reimburse Exxon for all attorneys' fees and expenses associated with such requested action.

4. Any rights Exxon may have in the marks FLEXAIRE and FABRIFLEX with a single "x," This does not include any right, title or interest in any name or mark containing a double "xx" or any related logo, mark, name, or trademark application or registration for a mark incorporating a double "xx," which is used in the Business, and which will not be transferred to Purchaser. Any trademark rights in Cuba, North Korea, Sudan and Yugoslavia are not included in the assignment. At a time when the provisions of paragraph 4. of this assignment no longer apply to Cuba, North Korea, Sudan and Yugoslavia, upon request by Purchaser, Exxon will either assign any right it may have in and to the marks FLEXAIRE and FABRIFLEX in that country or abandon any right it may have in the marks FLEXAIRE and FABRIFLEX in that country, at Purchaser's option. Purchaser agrees to reimburse Exxon for all attorneys' fees and expenses associated with such requested action.

Schedule B
Not Assigned

1. Applications for Registration and Registrations of the Trademark EXXAIRE

Country	Status	Appl. or Reg. No.	Appl. or Reg. Date	Class
Australia	Registered	554063	18-Apr-1991	17
Brazil	Registered	816203644	27-Oct-1992	17.10 (Int'l 17)
Denmark	Registered	4177-1991	05-Jul-1991	17
Finland	Registered	118063	06-Apr-1992	17
United Kingdom	Registered	1428433	12-Jun-1990	17
Iceland	Registered	787/1991	26-Jul-1991	17
International Registration	Registered	562089	10-Oct-1990	17
Ireland, Republic of	Registered	144472	18-Apr-1991	17
Israel	Registered	79587	10-Mar-1993	17
Mexico	Registered	397838	26-Jul-1991	17
Norway	Registered	148143	19-Dec-1991	17
Sweden	Registered	233030	24-Apr-1992	17
Switzerland	Registered	378881	07-Jun-1990	17
Taiwan	Registered	538848	16-Oct-1991	63
United States of America	Registered	1665033	19-Nov-1991	17
Venezuela	Filed	Appl. No. 7613/91	Appl. Date 3-May-1991	1
United States of America	Registered	2017981	19-Nov-1996	17

2. Applications for Registration and Registrations of the Trademark EXXTRAFLEX

Country	Status	Appl. or Reg. No.	Appl. or Reg. Date	Class
Canada	Registered	375952	16-Nov-1990	17
China	Registered	526311	10-Aug-1990	17
China	Registered	526511	20-Aug-1990	1
Finland	Registered	117186	05-Mar-1992	1,17
Hong Kong	Registered	B5481/1996	14-Jun-1996	17
Hong Kong	Registered	B3581/1997	04-Jul-1989	1
India	Registered	206859	30-Sep-1996	17
Indonesia	Registered	269656	17-Dec-1991	1,17
International Registration	Registered	500768	30-Jan-1986	1,17
Japan	Registered	2422041	30-Jun-1992	34 (Int'l 17)
Mexico	Registered	375055	29-Aug-1989	1- 4,6,13, 17- 22,25,3 1
New Zealand	Registered	194343	28-Jun-1989	17
New Zealand	Registered	194342	28-Jun-1989	1

Pakistan	Registered	103235	17-Jul-1989	17
Pakistan	Registered	103236	17-Jul-1989	1
Philippines	Registered	50068	19-Feb-1991	17
Philippines	Registered	50047	19-Feb-1991	1
Philippines	Filed	Appl. No. 107215	Appl. Date 03-Apr-1996	17
Spain	Registered	1517355	24-Aug-1989	17
Sweden	Registered	203044	17-Oct-1986	1,17
Switzerland	Registered	343385	28-Nov-1985	1,17
Thailand	Registered	192864/135841	21-Aug-1989	50 (Int'l 17)
Thailand	Registered	134755/192863	21-Aug-1989	1
Taiwan	Registered	493557	01-Aug-1990	63 (Int'l 17)
United States of America	Registered	1313425	08-Jan-1985	17

3. **Applications for Registration and Registrations of the Trademark EXXON CHEMICAL EXXTRAFLEX**

Country	Status	Appl. or Reg. No.	Appl. or Reg. Date	Class
Singapore	Filed	Appl. No. 3371/96	04-April-1996	1
South Korea	Registered	257184	13-Jan-1993	24
Spain	Registered	1732850	30-Jan-1986	17
United Kingdom	Registered	1528243	26-Feb-1993	17

4. **Applications for Registration and Registrations of the Trademark EXXON EXXTRAFLEX**

Country	Status	Appl. or Reg. No.	Appl. or Reg. Date	Class
United Kingdom	Registered	2022240	30-May-1995	17
Singapore	Registered	4336/89	10-July-1989	17

5. **These registrations are not transferred due to association with registrations for marks that are not being assigned**

South Korea EXTREL	Registered	246758	13-Aug-1992	13-Aug-2002	Nat'l 24	Phenol Resin, Polyethylene Resin, Polypropylene Resin, Polyurethane Resin, Casein Resin, Plastic Film, Styrene-Butadiene Rubber, Ebonite, Chemical Pulp And Ivory
South Korea EXTREL In Korean Characters	Registered	288606	14-Apr-1994	14-Apr-2004	Nat'l 24	Phenol Resin, Polyethylene Resin, Polypropylene Resin, Polyurethane Resin, Casein Resin, Plastic Film, Styrene-Butadiene Rubber, Ebonite, Chemical Pulp & Ivory

Schedule C

TRADEMARK AGREEMENTS

1. Prior Rights Agreement between E. Merck, owner of the mark EXTRAN, and Esso (Switzerland), owner of the mark EXTREL, worldwide;
2. Prior Rights Agreement between E. Merck, owner of the mark EXTRELUT, and Exxon Corporation, owner of the mark EXTREL, worldwide, dated April 19, 1991;
3. Consent and Settlement Agreement between Morrison Molded Fiber Glass Company, owner of the mark EXTREN, and Exxon Corporation, owner of the mark EXTREL, worldwide, dated November 17, 1995;
4. Priority Agreement between and among UZIN Georg Utz GmbH & Co., owner of the mark EXTRAFLEX and Exxon Corporation and Esso (Schweiz), owner of the mark EXXTRAFLEX, worldwide, dated June 15, 1998;
5. Letter of Agreement between Rhône-Poulenc Nederland B.V., owner of the mark ETHREL, and Exxon Corporation, owner of the mark EXTREL, in Argentina, July 30, 1991;
6. Agreement between Harvey Hubbell, Incorporated, owner of the mark TWIST-LOCK, and Exxon Corporation, owner of the mark TWISTLOCK, worldwide, dated May 14, 1976.

EXTREL LICENSEES

Country	Licensee	Date
Argentina	Esso SAPA	12/12/73
Canada	Canada Imperial Oil Limited	3/19/96
Korea	Exxon Chemical Korea Limited	9/22/95

EXTREL REGISTERED USERS

Country	Registered User
Australia	Exxon Chemical Australia Ltd
Hong Kong	Exxon Chemical International Services
New Zealand	Exxon Chemical New Zealand Ltd
Singapore	Exxon Chemical Trading Inc
United Kingdom	Exxon Chemical Limited