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Submission Type

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Resubmission (Non - Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

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Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
Car State/country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/02/2000 BCOATES 00000212 75673225

01 FC:461 40.00 OP
02 FC:442 50.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002064 FRAME: 0975

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/873225"/>	<input type="text" value="75/854210"/>	<input type="text" value="75/854211"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Jesse B. Ashe, III

Name of Person Signing

Signature

4/5/2000

Date Signed

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made by and between Caraustar Industries, Inc., a North Carolina corporation having a principal place of business at 3100 Joe Jerkins Boulevard, Austell, Georgia, 30106 (hereinafter the "ASSIGNOR") and Caraustar, G.P., a South Carolina general partnership having a principle place of business at 2031 Carolina Place, Fort Mill, South Carolina, 29715 (hereinafter referred to as "ASSIGNEE"). The effective date of this Agreement is December 31, 1999.

WHEREAS, ASSIGNOR is a provider of recycled of recycled paperboard, custom packaging, tubes, cores, composite containers, recycled fiber, plastic and adhesives, and

WHEREAS, ASSIGNOR is the owner of the following pending trademark applications:

1. Serial No. 75/873225, filed on December 17, 1999, for federal registration of the mark CARAUSTAR™ (hereinafter the Word Mark) for paper and paper articles, namely paperstock; recovered fiber; coated and uncoated paperboard of various grades; coated and uncoated recycled paperboard of various grades; converted and laminated paperboard products; tube and core board of various grades; tubes and cores; composite cans, drums, tubes, and containers; gypsum wallboard facing paper; and packaging materials, in International Class 16; and plastics for use in manufacture, plastic components, packaging, and injection-molded and extruded plastic products, in International Class 17; and recycling services for paper products and plastics, in International Class 40; and

2. Serial No. 75/854210, filed on November 19, 1999, for federal registration of the Star Design mark (hereinafter the Design Mark) for paper and paper articles, namely paperstock; recovered fiber; coated and uncoated paperboard of various grades; coated and uncoated recycled

paperboard of various grades; converted and laminated paperboard products; tube and core board of various grades; tubes and cores; composite cans, drums, tubes, and containers; gypsum wallboard facing paper; and packaging materials, in International Class 16; and plastics for use in manufacture, plastic components, packaging, and injection-molded and extruded plastic products, in International Class 17; and recycling services for paper products and plastics, in International Class 40; and

3. Serial No. 75/854211, filed on November 19, 1999, for federal registration of the CARAUSTAR™ and Star Design mark (hereinafter the Composite Mark) for paper and paper articles, namely paperstock; recovered fiber; coated and uncoated paperboard of various grades; coated and uncoated recycled paperboard of various grades; converted and laminated paperboard products; tube and core board of various grades; tubes and cores; composite cans, drums, tubes, and containers; gypsum wallboard facing paper; and packaging materials, in International Class 16; and plastics for use in manufacture, plastic components, packaging, and injection-molded and extruded plastic products, in International Class 17; and recycling services for paper products and plastics, in International Class 40; and

WHEREAS, ASSIGNEE is a general partnership operating under a general partnership agreement as between Caraustar Industries, Inc. and Caraustar Industrial and Consumer Products Group, Inc., and intends to use the marks in interstate commerce in connection with said goods and services; and

WHEREAS, ASSIGNOR has agreed to contribute, convey, and assign to ASSIGNEE, as a capital contribution thereto, all rights, title, and interest in and to pending applications Serial Nos. 75/873225, 75/854210, and 75/854211 and any federal registration of the marks which may issue. This capital contribution to Caraustar, G.P., shall be valued at \$210,000,000.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby contributes, assigns, and transfers to ASSIGNEE, his legal representative and assigns, as a capital contribution to ASSIGNEE, all of ASSIGNOR's rights, title, interest, associated goodwill, and all rights of action against third parties ASSIGNOR may have in the marks, together with the rights in Applications Serial Nos. 75/873225, 75/854210, and 75/854211, and in any federal registrations which may issue thereon and to any renewals and extensions of such marks; which interest and rights shall be held and enjoyed by ASSIGNEE as fully and entirely as the same would be held by ASSIGNOR to the full end of the term for which such federally registered marks may issue or any renewal and extension thereof which may be granted;

AND, ASSIGNOR agrees to provide all assistance reasonably requested by ASSIGNEE in the establishment, preservation, and enforcement of its mark, such assistance to be provided at ASSIGNEE's expense but without any additional compensation to ASSIGNOR;

AND, ASSIGNOR hereby warrants and covenants that it has the full power and authority to convey all right, title, and interest in the pending application herein contributed, assigned, and transferred to ASSIGNEE, and that it has not executed and will not execute any agreement in conflict herewith.

This Agreement constitutes the entire agreement between ASSIGNOR and ASSIGNEE. Any amendment, waiver, or discharge of this Agreement and any terms, provisions, conditions or breaches hereof, shall be made only in writing signed by both parties hereto.

This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement.

This Agreement shall be governed and construed under the laws of the state of South Carolina, U.S.A.

IN WITNESS WHEREOF, each of the partners has executed and sealed this Agreement

on the day and date set forth beside its name.

ASSIGNOR:

This 29 day of March, 2000

CARAUSTAR INDUSTRIES, INC.

By: *H. Lee Thrash* (SEAL)
Name: H. Lee Thrash
Title: Vice President

Subscribed and sworn to before me, a Notary Public of the state of North Carolina, this 29 day of March, 2000.

Marian R. Mayr
Notary Public

SEAL

My Commission expires: October 11, 2000

ASSIGNEE:

This 29 day of March, 2000

CARAUSTAR, G.P.

By: CARAUSTAR INDUSTRIES, INC.,
Its General Partner

By: *H. Lee Thrash* (SEAL)
Name: H. Lee Thrash
Title: Vice-President

Subscribed and sworn to before me, a Notary Public of the state of North Carolina, this 29 day of March, 2000.

Marian R. Mayr
Notary Public

SEAL

My Commission expires: October 11, 2000

ASSIGNEE:

CARAUSTAR, G.P.

By: CARAUSTAR INDUSTRIAL AND
CONSUMER PRODUCTS GROUP, INC.,
its General Partner

By: *Jimmy A. Russell* (SEAL)
Name: Jimmy A. Russell
Title: President

Subscribed and sworn to before me, a Notary Public of the state of South
Carolina, this 30th day of March, 2000.

Jacklyn B. Hinson
Notary Public

SEAL

My Commission expires: 2-12-01