

12-19-2000

10 11-21-00



FORM COVER SHEET

REMARKS ONLY

To t. 101554890 of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Ranpak Corp.

- Individuals Association
General Partnership
Limited Partnership
X Corporation-State Ohio
Other

Additional name(s) of conveying party(ies) attached? yes X no

3. Nature of conveyance:

- X Assignment Merger
Security Agreement
Change of Name
Other

Execution Date: 10/20/98

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

Name: Highland Manufacturing and Sales Co.
Street Address: 1111 Sixth Street
City: Highland
State: Illinois ZIP: 62249

- Individual citizenship
Association
General Partnership
Limited Partnership
X Corporation-State Oklahoma
Other

If assignee is not domiciled in the U.S., 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).

1,624,807 and 1,890,523

Additional numbers attached? yes X no

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

Name: Glen M. Burdick
Internal Address:
Dunlap, Coddling & Rogers, P.C.
Street Address:
9400 N. Broadway, Suite 420
City: Oklahoma City
State: OK ZIP: 73114

6. Total no. of applications and registrations involved [3]

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
X Authorized to be charged to deposit account.

8. Deposit account number: 04-1700
(Attach duplicate of this page if paying by deposit account)

12/19/2000 DNGUYEN 00000084 041700 1624807

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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.

Glen M. Burdick

Glen M. Burdick (Signature)

Signature

November 21, 2000

Total number of pages comprising cover sheet, attachments, and document: [5]

ASSIGNMENT OF WORD TRADEMARKS

THIS ASSIGNMENT OF WORD TRADEMARKS as distinguished from Configuration Trademarks (this "Assignment") is effective as of October 21, 1998 between Ranpak Corp., an Ohio corporation ("Assignor"), having an address of 7990 Auburn Road, Concord Township, Ohio, 44077, USA, and Highland Manufacturing and Sales Co., an Oklahoma corporation ("Assignee"), having an address of 1111 Sixth Street, Highland, Illinois 62249-0124 USA.

WHEREAS, Assignor, through its SizzlePak Division, is engaged in the business of shredding paper for industrial and decorative market uses (the "Business");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of October 21, 1998, by and between the Assignor and the Assignee (the "Purchase Agreement"), the Assignee has agreed to purchase, and the Assignor has agreed to sell, certain assets and properties of the Assignor employed in the Business, subject to the exceptions, terms, and conditions set forth in the Purchase Agreement;

WHEREAS, pursuant to Section 2.01 of the Purchase Agreement, the assets being sold by Assignor and purchased by Assignee include, without limitation, all Intellectual Property (as defined in the Purchase Agreement) without limitation, the trademark rights (consisting of the registered trademarks and any non-registered word trademarks set forth on Schedule B-1 attached to this Assignment (the "Word Trademarks")); and

WHEREAS, pursuant to Section 3.02(c) of the Purchase Agreement, Assignor has agreed to deliver, or cause to be delivered, to Assignee this Assignment at the Closing (as defined in the Purchase Agreement);

WHEREAS, Assignor adopted and used the Word Trademarks, and is the owner of all right, title and interest in and to the trademark registrations in the United States of America and Canada listed in Schedule B-1; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Word Trademarks and in and to the associated trademark registrations set forth in Schedule B-1 attached hereto and Assignor acknowledges receipt of payment in full in connection with this Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby agree as follows:

1. Assignment of Word Trademarks. Assignor hereby grants, assigns and sets over to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Word Trademarks and the registrations therefor listed in Schedule B-1, together with the goodwill of the business in connection with which these Trademarks are used and which is symbolized by these Trademarks.

2. Assignment of Certain Claims. Assignor hereby assigns unto Assignee all claims for damages and profits by reason of past infringement of the Word Trademarks, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

3. Further Assurances. Assignor hereby acknowledges and reaffirms its obligations under Section 6.02 of the Purchase Agreement to execute such further instruments and take such further actions as may be required to vest in Assignee and put Assignee in possession of all rights in the Word Trademarks, including, without limitation, the filing of this Assignment and any additional documents or instruments with, and the payment of any filing fees to, the U.S. Patent and Trademark Office and the Canadian Trade Mark Office.

4. Binding Effect; Benefit. This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

5. Headings. Section headings contained in this Assignment are provided for convenience of reference only and shall not be deemed to constitute a part of this Assignment.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the conflicts of law principles thereof, and controlling United States federal law.

7. Severability. The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered on its behalf by its duly authorized representative on and as of the date first above written.

ASSIGNOR:
RANPAK CORP.

By: Steve E. C
Name: Steven E. Armington
Title: President

STATE OF Ohio

COUNTY OF Lake

On this 30 day of October, 1998, personally appeared before me Steven E. Armington to me known and known to me to be the President of the Assignor above named, and acknowledged that he/she executed the foregoing assignment of patents on behalf of said Assignor and pursuant to authority duly received.

Notary Public in and for the State of Ohio

Barbara J. Lord

Printed Notary Name
My Commission Expires:

BARBARA J. LORD
Notary Public, STATE OF OHIO
My Comm. Exp. Jan. 16, 2000
(Recorded in Lake County)

WORD TRADEMARKS

United States Registered Marks

Registration No.	Mark
1,624,807	SIZZLEPAK
1,890,523	SIZZLE-PAK

Canada Registered Marks

Registration No.	Mark
431,190	SIZZLEPAK