

09-13-2001

NET

Docket No.:



.Y

101840669

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

SEALED AIR HOLDINGS II, INC.
Park 80 East
Saddle Brook, NJ 07663

8-77-01

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

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

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

Name: CRYOVAC, INC.

AUG 27

Internal Address:

Street Address: Park 80 East

City: Saddle Brook State: NJ ZIP: 07663

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State Delaware

Other

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

3. Nature of conveyance:

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

Execution Date: June 4, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,252,312

2,163,329

Additional numbers Yes No

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

Name: Maria S. DeLoughry, Esq.

Internal Address: Scaled Air Corporation

Street Address: Park 80 East

City: Saddle Brook State: NJ ZIP: 07663

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

2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500952

09/12/2001 BYRNE 00000046 500952 2252312

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

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.

H. Katherine White
Name of Person Signing

H. Katherine White
Signature

8/24/01
Date

Total number of pages including cover sheet, attachments, and

5

ASSIGNMENT OF TRADEMARKS

Dated: As of June 4, 2001

WHEREAS, SEALED AIR HOLDINGS II, INC., a Delaware corporation with offices at Park 80 East, Saddle Brook, New Jersey 07663 ("Assignor") has adopted, used and is using the trademarks listed on Schedule A, one or more of which are registered or applications have been made for registration on the Principal Register in the United States Patent and Trademark Office, with the Serial Numbers and Registration Numbers set forth on Schedule A, as well as all other trademarks, service marks, trade names and the trade dress used in connection with the Acquired Business (the "Marks");

WHEREAS, Assignor owns all of the rights, title and interest in and to the Marks;
and

WHEREAS, pursuant to the Agreement, Assignor has agreed to transfer the Marks to CRYOVAC, INC., a Delaware corporation with offices at Park 80 East, Saddle Brook, New Jersey 07663 ("Assignee");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

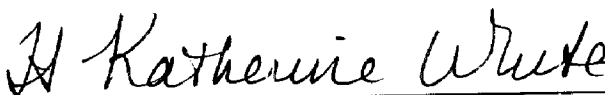
1. Assignor does hereby sell, assign, transfer and set over to Assignee all right, title and interest in and to the Marks, together with the goodwill of the Acquired Business associated therewith.

2. Assignor does also hereby assign, sell, transfer and set over unto assignee all claims for damages for reason of past infringement of the Marks, as well as the right to sue for and collect the same for its own use and enjoyment.

3. Assignor further authorizes the commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, said SEALED AIR HOLDINGS II, INC. does hereby assign to the said CRYOVAC, INC. all right, title and interest in and to the trademarks and the goodwill of the Acquired Business symbolized thereby.

SEALED AIR HOLDINGS II, INC., Assignor



By: H. Katherine White
Title: Vice President and Secretary

**SCHEDULE A
To Trademark Assignment**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
OPTI	2,252,312	June 15, 1999
O (AND DESIGN)	2,163,329	June 9, 1998

State of New Jersey)

) ss

County of Bergen)

On this 24th day of August, 2001, before me appeared H. Katherine White,
the person who signed this instrument, who acknowledged that she signed it as a free act on
her own behalf (or on behalf of the identified corporation or other juristic entity with
authority to do so).

(SEAL)

Thelma M. Thornton

Notary Public

My Commission Expires:

THELMA M. THORNTON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 25, 2002

ASSIGNMENT OF TRADEMARKS

Dated: As of June 4, 2001

WHEREAS, SEALED AIR HOLDINGS II, INC., a Delaware corporation with offices at Park 80 East, Saddle Brook, New Jersey 07663 ("Assignor") has adopted, used and is using the trademarks listed on Schedule A, one or more of which are registered or applications have been made for registration on the Principal Register in the United States Patent and Trademark Office, with the Serial Numbers and Registration Numbers set forth on Schedule A, as well as all other trademarks, service marks, trade names and the trade dress used in connection with the Acquired Business (the "Marks");

WHEREAS, Assignor owns all of the rights, title and interest in and to the Marks;
and

WHEREAS, pursuant to the Agreement, Assignor has agreed to transfer the Marks to CRYOVAC, INC., a Delaware corporation with offices at Park 80 East, Saddle Brook, New Jersey 07663 ("Assignee");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,


1. Assignor does hereby sell, assign, transfer and set over to Assignee all right, title and interest in and to the Marks, together with the goodwill of the Acquired Business associated therewith.

2. Assignor does also hereby assign, sell, transfer and set over unto assignee all claims for damages for reason of past infringement of the Marks, as well as the right to sue for and collect the same for its own use and enjoyment.

3. Assignor further authorizes the commissioner of Patents and Trademarks of the United states and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, said SEALED AIR HOLDINGS II, INC. does hereby assign to the said CRYOVAC, INC. all right, title and interest in and to the trademarks and the goodwill of the Acquired Business symbolized thereby.

SEALED AIR HOLDINGS II, INC., Assignor



By: H. Katherine White
Title: Vice President and Secretary

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