

DOCKET NO.

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To the Assistant

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10-31-2001

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



101890954

10-16-01

1. Name of conveying party(ies):
International Paper Company

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

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

3. Nature of conveyance:

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

Execution Date: July 31, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Please see Exhibit A attached to the Assignment

B. Trademark registration No.(s)

Please see Exhibit A attached to the Assignment

Additional numbers attached? Yes No

75492545

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

Name: Shawn Hunter
Internal Address: BRACEWELL & PATTERSON, LLP
P. O. Box 61389
Houston, Texas 77208-1389

Street Address: Same

City: State: ZIP:

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 1.21(h)).....\$ 120.00

- Enclosed
- Authorized to charge any additional fees due to deposit account

8. Deposit Account Number: Bracewell & Patterson, LLP
50-0259

(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.

Shawn Hunter
Name of Person Signing

Signature

11 Oct. 2001

Date

Total number of pages including cover sheet, attachments, and documents 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Trade marks
Box Assignments
2900 Crystal Drive
Arlington, Virginia 22202-3513

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C.

10/30/2001 TDIAZ1 00000067 75442545

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Document No. 1342858

TRADEMARK
REEL: 002394 FRAME: 0001

EXHIBIT A

Registered United States Trademarks and Applications

Mark:	Country:	Appl. No./ (Appl. Date):	Reg. No./ (Reg. Date):	Record Owner:	Status/Comments:
INSTA-BOWL	USA	75/442545 (3/2/98)	N/A	International Paper Company	pending application
TRIM TOWN (stylized letters)	USA	71/681222 (2/7/55)	621336 (2/14/56)	International Paper Company	registered
SAFE T STRIP	USA	75/854107 (11/19/99)	2413945 (12/19/00)	International Paper Company	registered

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS, dated as of July

31, 2001 (this "Assignment"), by International Paper Company ("Assignor"), a New York corporation with its principal place of business at International Paper Plaza, 400 Atlantic Street, Stamford Connecticut, 06921 in favor of Exo-Tech Packaging, L.L.C., a Delaware limited liability company and a wholly owned subsidiary of Exo-Tech Packaging Holding Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of May 1, 2001 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of the assets including, but not limited to trademarks, trade names, labels and other trade dress (including goodwill associated therewith), primarily relating to the Business (as defined in the Purchase Agreement) and to become the successor to such Business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate, which Business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to assignee all of Assignor's right, title, and interest, in and to:

1. the trademarks, trade names, labels and other trade dress set forth on Exhibit A hereto, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
2. the goodwill of the business symbolized by such trademarks;
3. all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such trademarks; and
4. all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

INTERNATIONAL PAPER COMPANY

By: [Signature]
Name: C. Cato Eddy
Title: Vice President

Acknowledged and Accepted:

Exo-Tech Packaging, L.L.C.

By: _____
Name: _____
Title: _____

Exo-Tech Packaging Holding Corp.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has caused this Assign-

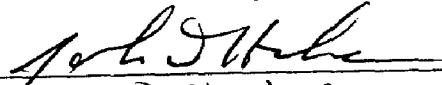
ment to be executed by the signature of its duly authorized officer as of the date
above first written.

INTERNATIONAL PAPER COMPANY

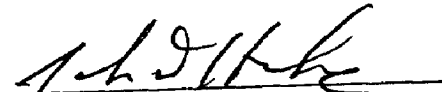
By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

Exo-Tech Packaging, L.L.C.

By: 
Name: John D. Hawkins
Title: Vice President

Exo-Tech Packaging Holding Corp.

By: 
Name: John D. Hawkins
Title: Vice President

STATE OF NEW YORK)
) ss.
 COUNTY OF ~~NEW YORK~~)
 Westchester

I, a notary public, in and for the county and state aforesaid, do hereby certify that P. Carlo Faly, known to me to be the Vice Pres of International Paper Company and acknowledge that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 31 day of July, 2001.

Carol M Samalin
 Notary Public

My commission expires: 12/4/01.

CAROL M. SAMALIN
 Notary Public, State of New York
 No. 01SA5053263
 Qualified in Westchester County
 Commission Expires December 11, 2001

Common Law Trademarks

Mark:	Country:	Appl. No./ (Appl. Date):	Reg. No./ (Reg. Date):	Owner:	Status/Comments:
AQUA CRYSTAL	USA	N/A	N/A	International Paper Company	Common Law
AQUA CRYSTAL COOL	USA	N/A	N/A	International Paper Company	Common Law
ECO-WRAP	USA	N/A	N/A	International Paper Company	Common Law
SERVE-N-SEAL	USA	N/A	N/A	International Paper Company	Common Law
STA-KOLD	USA	N/A	N/A	International Paper Company	Common Law