

02-14-2002



101976140

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

1. Name of conveying party(ies):

**PACTIV CORPORATION**

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- 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: **October 3, 2001**

2. Name and address of receiving party(ies)

Name: **THE GLAD PRODUCTS COMPANY**

Internal Address:

Street Address: **1221 Broadway**

City: **Oakland** State: **CA** Zip: **94612**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations 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)

**1,222,637**

**JAN 28 2002**

Additional number(s) attached  Yes  No

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

Name: **Janet M. Garetto**

Internal Address: **JENKENS & GILCHRIST**

Street Address: **225 W. Washington Street**  
**Suite 2600**

City: **Chicago** State: **IL** Zip: **60606**

6. Total number of applications and registrations involved:

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

- Enclosed
- Authorized to be charged to deposit account  
**Only if check missing**

8. Deposit account number:

**10-0447**

(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.*

**Janet M. Garetto**  
Name of Person Signing

*Janet M. Garetto*  
Signature

**October 30, 2001**  
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

02/13/2002 TDIAZ1 00000091 1222637

01 FC:401

40.00

## ASSIGNMENT OF TRADEMARK AND GOODWILL

WHEREAS, PACTIV CORPORATION, a corporation organized under the laws of the State of Delaware, having a place of business at 1900 West Field Court, Lake Forest, Illinois, 60045, United States of America, hereinafter referred to as "PACTIV" or "Assignor", is the sole and exclusive owner of the trademark "ODOR GUARD", U.S. Trademark Reg. No. 1,222,637 for Plastic Bags, and of the goodwill of the business carried on by it in connection with said trademark; and all common law rights in said trademark; and

WHEREAS, THE GLAD PRODUCTS COMPANY, a corporation organized under the laws of the State of Delaware, having a place of business at 1221 Broadway, Oakland, California 94612, United States of America, hereinafter called "GPC" or "Assignee", is desirous of acquiring said trademark, together with the business and the goodwill of the business heretofore carried on by PACTIV in connection with said trademark;

NOW THEREFORE, in consideration of the sum of Ten Thousand Dollars (USD\$10,000.00) and for other good and valuable consideration to PACTIV paid by GPC, receipt whereof in full is hereby acknowledged:

1. PACTIV hereby sells, assigns and transfers to GPC, its successors, assigns and other legal representatives, PACTIV's entire right, title and interest in and to said trademark, and the goodwill of the business heretofore carried on by PACTIV in connection with said trademark, together with all claims, demands and causes of action for the past infringement of said trademark and registration or for unfair competition in business in connection therewith wheresoever or by whomsoever committed; the same to be held and enjoyed by GPC, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by PACTIV had this assignment and sale not been made.
2. PACTIV warrants, covenants and represents the fact to be that it is the owner of said trademark and that it has not heretofore granted any license, right or privilege in, or in any other way encumbered, the same, and that it has the full right to convey, free of all licenses and encumbrances, the entire interest hereby assigned.

3. PACTIV further covenants with GPC to execute, when requested, such further instruments and documents as may reasonably be necessary to effectuate the assignment of the trademark and the rights described herein.

4. PACTIV further agrees to discontinue any and all current use of the trademark ODOR GUARD within one (1) month of this Agreement. Nothing in this Agreement shall preclude PACTIV from using the trademark ODOR GUARD should the trademark become generic or should GPC abandon or otherwise relinquish its rights to the trademark or have its rights revoked as a result of a proceeding before the Trademark Trial and Appeal Board or a court of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this

3rd day of October, 2001.

PACTIV CORPORATION

["Assignor"]

By: Jay S. Barnes  
Name: Jay S. Barnes  
Title: Assistant Secretary

THE GLAD PRODUCTS COMPANY

["Assignee"]

By: Peter D. Bentley  
Name: Peter D. Bentley  
Title: Secretary / Sr. Vice President

PACTIV-GPC TM ASG