

DOCKET NO.
Form PTO-1594

10-11-01

01-10-2002

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101938743

To the Assistant Commissioner for Trademarks: Please

1. Name of conveying party(ies):
International Paper Company
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of New York
 Other

Name: Exopack, LLC
Internal Address:
Street Address: 3070 Southport Rd.
City: Spartanburg State: SC Zip: 29302

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

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership

3. Nature of conveyance:

Assignment Merger
 Security Assignment Change of Name
 Other

Corporation-State
 Other Limited Liability Company
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

Execution Date: July 31, 2001

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

B. Trademark registration No.(s)

Please see Exhibit A attached to the Assignment

Please see Exhibit A attached to the Assignment

Additional numbers attached? Yes No

75442545

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 81389
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 Trademarks
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.

EXHIBIT A

Registered United States Trademarks and Applications

Mark	Country	App. 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

373586.01 New York SAA

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:

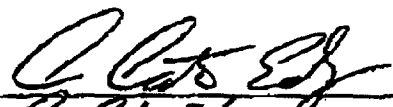
1. the trademarks, trade names, labels and other trade dress set forth on Exhibit A hereto, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
2. the goodwill 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 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: 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 Assignment 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: *John D. Hawkins*
Name: John D. Hawkins
Title: Vice President

Exo-Tech Packaging Holding Corp.

By: *John D. Hawkins*
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. Cato Ealy, 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: 12/1/01.

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