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U.S. DEPARTMENT OF COMMERCE

Patent & Trademark Office

OMB No. 065-0011 (exp. 4/94) To The Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof. 3. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Ampac Mobile Holdings, LLC International Paper Company Internal Address: Mailing Address: 12025 Tricon Road Cincinnati, Ohio 45246 Additional name(s) of conveying party(ies) attached? ___Yes __XX_No Country: U.S.A. 2. Nature of conveyance: X Assignment ___ Merger Additional name(s) of conveying party(ies) attached? ___Yes X_No ___ Security Agreement ___ Change of Name ___ Other _____ Execution Date: October 5, 2001 I TREADE HOUSE HERE HERE HERE HAND THAN SEED HER HEEL 12-28-2001 4. Application number(s) or trademark number(s): U.S. Patent & TMOfc/TM Mail Ropt Dt. #70 GARBAX, Reg. No. 793507; TARPON, Reg. No. 0508794. If this document is being filed together with a new application, the execution date of the application is: B. Trademark No(s). A. Trademark Application No(s). Additional numbers attached? Yes X No 6. Total number of applications and trademarks 5. Name and address of party to whom correspondence concerning document should involved: 2 be mailed: 7. Total fee (37 CFR 33.41): \$65.00 X Enclosed Name: Gregory G. Lunn, Esq. X Authorized to be charged to deposit account Internal Address: Wood, Herron & Evans, L.L.P. if deficiencies occur 2700 Carew Tower Street Address: 441 Vine Street 8. Deposit Account number: 23-3000 City: Cincinnati State: Ohio Zip: 45202 (Attach duplicate copy of this page is paying by deposit account) 01/1D/2002 GTON11 00000095 793507 DO NOT USE THIS SPACE 40.00 OP 25.00 OP 01 FC:481 To the best of my knowledge and belief, the foregoing information is true and correct and any attached Statement and Signature. copy is a true copy of the original document. December 28, 2001 Gregory G. Lunn (Reg. No. 29,945) Date Name of Person Signing Total number of pages including cover sheet, attachments, and document: 7

TRADEMARKS ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS, dated as of October 5, 2001 (this "Assignment"), by International Paper Company ("Assignor"), a New York corporation with its principal place of business at 400 Atlantic Street, Stamford, CT 06921 in favor of Ampac Mobile Holdings, LLC ("Assignee"), a Delaware limited liability company with its principal place of business at 12025 Tricon Road, Cincinnati, Ohio 45246.

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of October 5, 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 and copyrights (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:

- (i) the trademarks, trade names, labels and other trade dress and copyrights set forth on <u>Schedule A</u> 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;
 - (ii) the goodwill of the business symbolized by such trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such trademarks and other items set forth on Schedule A; and
 - (iv) 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.

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TRADEMARK
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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: C. Cato Ealy

Title: Vice President

Acknowledged and Accepted:

AMPAC MOBILE HOLDINGS, LLC

By: ______ Name: John Q. Baumann

Title: President

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TRADEMARK
REEL: 002420 FRAME: 0070

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: C. Cato Ealy
Title: Vice President

Acknowledged and Accepted:

AMPAC MOBILE HOLDINGS, LLC

Name: John Q. Baumann

Title: President

STATE OF CONNECTICUT)
) ss.
COUNTY OF FAIRFIELD
)

I, a notary public, in and for the county and state aforesaid, do hereby certify that C. Cato Ealy, known to me to be the Vice President 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 4/10 day of 10 to 6 c f 2001.

Notary Public

My commission expires:

PAULA BAUER NOTARY PUBLIC MY COMMISSION EXPIRES JULY 31, 2006

SCHEDULE A

1. <u>Trademark Name</u>: Garbax.

Registration Number: 793507.

Registration Date: August 3, 1965.

2. <u>Trademark Name</u>: Tarpon.

Registration Number: 0508794.

Registration Date: April 19, 1949.

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RECORDED: 12/28/2001

TRADEMARK REEL: 002420 FRAME: 0073