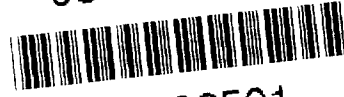


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03-08-2002



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

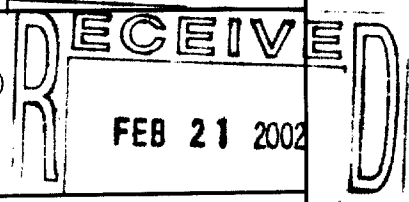
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MCB Brokerage, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Massachusetts**
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Eastern Seaboard Packaging, Inc.**
Internal Address: _____
Street Address: **19401 Old Jetton Rd., Ste. 101**
City: **Cornelius** State: **NC** Zip: **28031**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **North Carolina**
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **January 15, 2002**

4. Application number(s) or registration number(s):
A. Trademark Application No. (s)
B. Trademark Registration No. (s)
2285408
Additional number(s) attached Yes No



5. Name and address of party to whom correspondence concerning documents should be mailed:
Name: **Hector G. Ibarra**
Internal Address: _____
Street Address: **19401 Old Jetton Rd., Suite 101**
City: **Cornelius** State: **NC** Zip: **28031**

6. Total number of applications and registrations involved: **1**
7. Total fee (37 CFR 3.41) \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DONOT 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.
John M. Holcomb, CEO *John M. Holcomb* **01/23/02**
Name of Person Signing Signature Date
Total number of pages including coversheet, attachments, and document: **8**

03/07/2002 TDIAZ1 00000117 2285408
01 FC:481 40.00 OP

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

TRADEMARK
REEL: 002456 FRAME: 0271

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made and entered by and between MCB Brokerage, Inc., a Massachusetts corporation having its principal office at 11 Villa Street, Haverhill Massachusetts 01832 ("Assignor"), and Eastern Seaboard Packaging, Inc., a North Carolina corporation having its principal office at 19401 Old Jetton Road, Suite 101, Cornelius, North Carolina 28031 ("Assignee").

WHEREAS, Assignor, Assignee, and George F. Bartlett are parties to that certain Asset Purchase Agreement dated as of January 15, 2002 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and assign and Assignee has agreed to purchase and assume certain assets, properties, and rights pertaining to the Purchased Business (as defined in the Asset Purchase Agreement);

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in, to, and under the trademark and trademark registration identified and set forth on Schedule A attached hereto (the "Trademarks"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title, and interest in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks are used;

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignee does hereby irrevocably sell, assign, transfer, and set over to Assignee, effective as of the Closing Date (as defined in the Asset Purchase Agreement), the entire right, title, and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations for the Trademarks, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any state thereof or any jurisdiction foreign to the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with all income, royalties, or payments due or payable as of the Closing Date or thereafter, including without limitation all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor represents that no registration or filings with any governmental entity have been made by it or on its behalf for the Trademarks under the laws of the United States or any state thereof or any jurisdiction foreign to the United States affecting Assignor's full title and right in and to the Trademarks.

3. Assignor hereby requests the Commissioner of Patents and Trademarks to record this Assignment against the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives, and assigns, as the assignee and owner of the Trademarks.

4. Assignor hereby requests the proper officials of all states of the United States and of all jurisdictions foreign to the United States whose duty is to record trademark or trade name registrations, applications or title thereto, to record this Assignment against the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives, and assigns, as the assignee and owner of the Trademarks.


5. Assignor shall provide to Assignee, its successors, assigns, or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Trademarks; (b) in the prosecution or defense of any interference, opposition, infringement, or other proceedings that may arise in connection with any of the Trademarks, including, but not limited to, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; (c) in obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any state thereof or any jurisdiction foreign to the United States; and (d) in the implementation or perfection of this Assignment.

6. This Assignment is executed pursuant to and in furtherance of the Asset Purchase Agreement, and it does not replace, substitute for, or extinguish any provision or obligations of the Asset Purchase Agreement. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, without giving effect to its principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the dates set forth hereunder their respective signatures

ASSIGNOR:

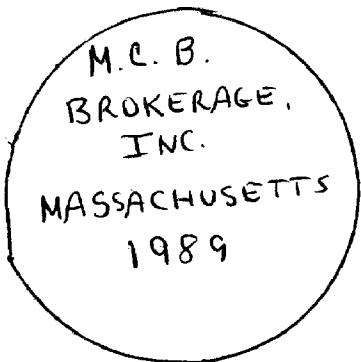
MCB Brokerage, Inc.,
a Massachusetts corporation

By: 

Its Pres.

Date: 1/15/02

[CORPORATE SEAL]



ASSIGNEE:

Eastern Seaboard Packaging, Inc.,
a North Carolina corporation

[CORPORATE SEAL]

By: W. C. Hobbs
Its President

Date: 1/15/02

STATE OF Massachusetts
COUNTY OF Essex

I, Barbara A. Messina, a Notary Public of Essex County, State of Massachusetts, certify that George F. Bartlett, who, being by me duly sworn, says that he is the President of MCB Brokerage, Inc., a Massachusetts corporation, and that the seal affixed to the foregoing Assignment in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this 15th day of January, 2002.

Barbara A. Messina
Notary Public, Barbara A. Messina

My Commission Expires: April 2, 2004

[NOTARY SEAL]

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____, who, being by me duly sworn, says that he is the _____ of Eastern Seaboard Packaging, Inc., a North Carolina corporation, and that the seal affixed to the foregoing Assignment in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the _____ acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____, who, being by me duly sworn, says that he is the _____ of MCB Brokerage, Inc., a Massachusetts corporation, and that the seal affixed to the foregoing Assignment in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the _____ acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this _____ day of _____, 2002.

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Carol S. Baker, a Notary Public of Mecklenburg County, State of North Carolina, certify that Dikki C. Kalcant, who, being by me duly sworn, says that she is the President of Eastern Seaboard Packaging, Inc., a North Carolina corporation, and that the seal affixed to the foregoing Assignment in writing is the corporate seal of said corporation, and that said writing was signed and sealed by him on behalf of said corporation by its authority duly given. And the President acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this 15th day of January, 2002.

Carol S. Baker
Notary Public

My Commission Expires: 12-29-04

[NOTARY SEAL]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK

REGISTRATION NO.

REGISTRATION DATE

Pop 'N Pak

2285408

October 12, 1999