



09-03-2002



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

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

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):
International Paper Company, a New York corp.

08-27-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
Name: Ampac Mobile Holdings, LLC
Internal Address: 12025 Tricon Road
Street Address: 12025 Tricon Road
City: Cincinnati State: OH Zip: 45246

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 10/05/2001

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

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 793507 & 0508794

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Amy E. Brown
 Internal Address: 255 E. Fifth Street
Suite 2400
Cincinnati, OH 45202
 Street Address: 255 E. Fifth Street
Suite 2400
 City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
Amy E. Brown *Amy E. Brown* August 26, 2002
 Name of Person Signing Signature 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

08/30/2002 TDIAZ1 00000117 793507

01 FC:481 40.00 DP
02 FC:482 25.00 DP

①

TRADEMARK
REEL: 002574 FRAME: 0436

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;

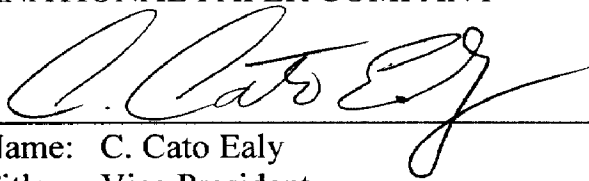
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to assignee all of Assignor's right, title, and interest, in and to:

- (i) the trademarks, trade names, labels and other trade dress and copyrights set forth on Schedule 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;
- (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.

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*


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*

SCHEDULE A

1. Trademark Name: Garbax.
Registration Number: 793507.
Registration Date: August 3, 1965.
2. Trademark Name: Tarpon.
Registration Number: 0508794.
Registration Date: April 19, 1949.