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REC 7

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): 11-25-02
Acme Packaging Corporation

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

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

2. Name and address of receiving party(ies)
 Name: APC Newco, Inc.
 Internal Address: _____
 Address: _____

Street Address: 8201 W. 183rd Street, Ste. I
 City: Tinley Park State: IL Zip: 60477

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

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

Execution Date: 11/25/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1,947,844 1,823,576 0,576,250
1,998,263 1,774,575

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jennifer R. Quinn
 Internal Address: Ungaretti & Harris

Street Address: 70 W. Madison Street
35th Fl.

City: Chicago State: IL Zip: 60602

7. Total fee (37 CFR 3.41).....\$ 140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jennifer R. Quinn _____ 11/22/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

11/29/2002 6TON11 00000041 1947844

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

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of November 25 2002, by ACME PACKAGING CORPORATION, a Delaware corporation ("Assignor") having its principal place of business at 8201 West 183rd Street, Tinley Park, Illinois 60477, for the benefit of APC NEWCO, INC., a Delaware corporation ("Assignee") having its principal place of business at 8201 West 183rd Street, Tinley Park, Illinois 60477

WHEREAS, Assignor is the owner of the entire, title and interest in and to the trademarks listed on Exhibit A hereto (the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to that certain Merger Agreement of even date herewith pursuant to which Assignor will merge with and into Assignee.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in, to and under the Trademarks and to the goodwill of the business relating thereto and symbolized by said Trademarks.

2. Assignor hereby transfers, assigns and sets over to Assignee, free and clear of any claims, liens and encumbrances, all of Assignor's right, title and interest, legal and equitable, in and to any claims, causes of action for past, present or future infringements of the Trademarks and for unfair competition and any related claims Assignor may have against any third parties, whether known or unknown, and to apply any damages recovered to Assignee's account.


3. Assignor covenants to cooperate with Assignee, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and Assignor shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of Assignee, its designee or legal representative.

4. Assignor covenants and agrees to execute and cause to be executed, at the request of Assignee, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable Assignee to obtain or maintain the Trademarks herein conveyed or intended to be conveyed.


[signature page attached]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

ACME PACKAGING CORPORATION, a
Delaware corporation

By: 
Its: PRESIDENT

APC NEWCO, INC., a Delaware corporation

By: 
Its: CEO

STATE OF Illinois)
)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for the County and State aforesaid, appeared to me R. W. Dyke, personally known to be the officer of Acme Packaging Corporation above executing this document, and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL)

Sharon M. Strobo
Notary Public



STATE OF Illinois)
)
) SS:
COUNTY OF Cook)

Before me, a Notary Public in and for the County and State aforesaid, appeared to me R. W. Dyke, personally known to be the officer of APC Newco, Inc. above executing this document, and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL)

Sharon M. Strobo
Notary Public



Exhibit A

Trademarks

Country Name	Trademark	Classes	Status	Registration Number	Registration Date	Application Number	Filing Date	Renewal Date
Argentina	RAPZ RAPZ	6 8	Registered Registered	1,620,588 1,623,882	30-Oct-1996 06-Dec-1996	2,009,869 2,009,870	17-Nov-1995 17-Nov-1995	30-Oct-2006 06-Dec-2006
Brazil	RAPZ RAPZ	6.30 8.10	Registered Registered	818813156 818393580	09-Jun-1998 08-Jul-1997	818813156 818393580	22-Sep-1995 23-Mar-1995	09-June-2008 08-July-2007
Chile	RAPZ RAPZ	6 8	Registered Registered	475,033 457,081	23-Dec-1996 08-Feb-1996	333,693 291,060	05-Feb-1996 08-Feb-1996	23-Dec-2006 08-Feb-2006
Costa Rica	RAPZ RAPZ	6 8	Registered Registered	97,633 91453	31-Oct-1996 29-May-1995		31-Aug-1995 22-Nov-1994	31-Oct-2006 29-May-2005
France	RAPZ	6.8	Registered	1,605,304	15-Sept-1989	154897	15-Sept-1989	15-Sept-2009
Germany	RAPZ	6.8	Registered	1,182,622	15-Sept-1989	A46973/22WZ	15-Sept-1989	15-Sept-2009
India	ACME RAPZ RAPZ	7 6 8	Pending Pending Pending			808034 808346 808033	26-June-1998 30-June-1998 26-June-1998	
Indonesia	RAPZ RAPZ	6 8	Registered Registered	378660 352036	08-Aug-1997 17-Jan-1996		14-Dec-1995 06-Oct-1994	14-Dec-2005 06-Oct-2004
Italy	RAPZ	6.7	Registered	607083	29-Oct-1993	25028C/90	06-Nov-1990	06-Nov-2010
Japan	RAPZ RAPZ RAPZ	13 9 6	Registered Registered Registered	2472773 2436829 2436828	30-Oct-1992 31-July-1992 31-July-1992	105778 105777 105776		30-Oct-2002 31-July-2002 31-July-2002
Korea, Republic of	RAPZ RAPZ	38 6	Registered Registered	240,763 223401	12-June-1992 12-June-1991	90-27582 90-27582	13-Sept-1991	12-June-2002 10-Oct-2011

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Country Name	Trademark	Classes	Status	Registration Number	Registration Date	Application Number	Filing Date	Renewal Date
Malaysia	RAPZ	6	Registered	95/07575	12-Aug-1997	95/07575	28-July-1995	28-July-2002
	RAPZ	8	Registered	94/09506	30-May-1997	94/09506	18-Oct-1994	18-Oct-2011
Philippines	RAPZ	8	Registered	65380	17-Dec-1997	96839	06-Dec-1994	17-Dec-2017
	RAPZ	6	Pending			121402	05-June-1997	
Saudi Arabia	RAPZ	8	Registered	358/80	11-July-1995	27868	02-Jan-1995	02-Sept-2004
	RAPZ	6	Registered	386/81	19-Oct-1996	31164	03-Oct-1995	03-June-2005
Singapore	RAPZ	6	Pending			7291/95	04-Aug-1995	
	RAPZ	8	Registered	T94/083751	27-Sept-1994	S/8375/94	27-Sept-1994	27-Sept-2004
South Africa	RAPZ	6	Registered	95/09356	06-May-1998	95/9356	24-July-1995	24-July-2005
	RAPZ	8	Registered	95/09357	06-May-1998	95/9357	24-July-1995	24-July-2005
Taiwan	RAPZ	6	Registered	729805	01-Oct-1996	84041691	17-Aug-1995	01-Oct-2006
	RAPZ	8	Registered	719182	16-July-1996	83065728	24-Oct-1994	16-July-2006
United Kingdom	EDGE FREE	6	Registered	1530223	19-Aug-1994	1530223	13-Mar-1993	13-Mar-2010
	RAPZ	8	Registered	1396937	30-Sept-1988	1396937	18-Sept-1988	18-Sept-2006
	RAPZ	6	Registered	B139B753	18-Sept-1989	1398753	18-Sept-1989	18-Sept-2006
United States of America	ACME & Design	6, 7, 8, 22	Registered	1947844	16-Jan-1996	74/387416	07-May-1993	16-Jan-2006
	ACME STEEL & Design	6	Registered	576,250	23-June-1953	71/618,222	30-Aug-1951	23-June-2003
	EDGE FREE	6	Registered	1,823,576	22-Feb-1994	74/308444	28-Aug-1992	22-Feb-2004
	SUPRAMAX	6	Registered	1998263	03-Sept-1996	74/728651	13-Sept-1995	03-Sept-2006
	RAPZ	7,8	Registered	1774575	01-June-1993	74/098943	20-Sept-1990	01-June-2003
Venezuela	RAPZ	8	Published			15832	28-Nov-1994	

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