

02-04-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌



102355148

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

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

1. Name of conveying party(ies): 1-17-03
Gaylord Container Corporation

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

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

2. Name and address of receiving party(ies)
Name: Mid-America Packaging, LLC
Internal
Address: 1793 Enterprise Parkway
Street Address: _____
City: Twinsburg State: OH Zip: 44087

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

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

OFFICE OF PUBLIC RECORDS
RECEIVED
JAN 17 PM 3:33
FINAIDE SECTION 2

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

Execution Date: January 9, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,558,990

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Stephen L. Grant
Internal Address: Hahn Loeser & Parks LLP
1225 W. Market St.
Akron OH 44313
Street Address: _____
City: _____ State: _____ Zip: _____

7. Total fee (37 CFR 3.41).....\$ 65.00
 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.

Stephen L. Grant [Signature] 13 Apr 2003
Name of Person Signing Signature Date

02/03/2003 ECOOPER 00000049 1558990 Total number of pages including cover sheet, attachments, and document: 7

01 FC:8521
02 FC:8522

40.00 NP
25.00 OP

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

TRADEMARK
REEL: 002663 FRAME: 0573

Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s): 78/144,800

B. Trademark Registration No.(s):

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Assignment") effective as of the ___ day of January, 2003, is executed by GAYLORD CONTAINER CORPORATION, a corporation organized under the laws of the State of Delaware, having an address of 4030 Vincennes Road, Indianapolis, Indiana 46268 ("ASSIGNOR") and MID-AMERICA PACKAGING, LLC a limited liability company organized under the laws of the State of Delaware, having an address of 1793 Enterprise Parkway, Twinsburg, Ohio 44087 ("ASSIGNEE") to evidence the following agreements and understandings.

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of U.S. Trademark (the "Registered Trademark") for the mark "MID-AMERICA PACKAGING" registered with the United States Patent and Trademark Office (the "USPTO"), Registration Number 1558990, on April 16, 1996; and

WHEREAS, ASSIGNOR is the owner of U.S. Trademark Application Serial Number 78/144800 (the "Trademark Application") for the mark "DELTA NATURAL KRAFT" filed with the USPTO on or about July 17, 2002 (the Registered Trademark and the Trademark Application being collectively referred to as the "Trademarks"); and

WHEREAS, ASSIGNOR is desirous of assigning the Trademarks to ASSIGNEE pursuant to that certain Asset Purchase Agreement dated October 14, 2002 as amended and restated on January __, 2003, whereby ASSIGNOR received certain consideration for the assignment of its right, title and interest in and to certain assets of ASSIGNOR, including its rights to the Trademarks; and

WHEREAS, ASSIGNOR and ASSIGNEE are desirous of confirming the assignment for purposes of filing same with the USPTO.

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. ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the Trademarks and the use thereof within the United States and Canada, together with the goodwill of the business connected with and symbolized by said Trademarks for ASSIGNEE'S own use and enjoyment and for the use and enjoyment of its successors, assigns, and other legal representatives, and all rights to damages or profits due or accrued arising out of past infringement of the Trademarks or injury to goodwill, and the right to sue for and recover the same in ASSIGNEE'S own name.
2. ASSIGNOR hereby covenants and agrees to cooperate with ASSIGNEE in all legal actions arising out of past infringement of the Trademarks or injury to goodwill which may be brought by ASSIGNEE but at ASSIGNEE'S expense.

- 3. ASSIGNOR hereby covenants and agrees that it will cease all use of the Trademarks as of the date of this Assignment.
- 4. ASSIGNOR covenants and agrees to execute and deliver to ASSIGNEE, upon demand, without payment of additional compensation, all such further documents, instruments and other writings which ASSIGNEE reasonably requests to effectuate this Assignment by recordation in the United States Patent and Trademark Office.
- 5. This Assignment is made under and shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles.
- 6. This Assignment may not be modified or changes except by written instrument signed by both parties.
- 7. This Assignment may be executed in any number of counterparts and in separate counterparts by the parties, each of which shall constitute an original and all of which when taken together will constitute the same instrument.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment as of the date first above written.

GAYLORD CONTAINER CORPORATION

MID-AMERICA PACKAGING, LLC

By: *Evan S. Dritz*
Its: *Vice President*

By: _____
Its: _____

3. ASSIGNOR hereby covenants and agrees that it will cease all use of the Trademarks as of the date of this Assignment.

4. ASSIGNOR covenants and agrees to execute and deliver to ASSIGNEE, upon demand, without payment of additional compensation, all such further documents, instruments and other writings which ASSIGNEE reasonably requests to effectuate this Assignment by recordation in the United States Patent and Trademark Office.

5. This Assignment is made under and shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles.

6. This Assignment may not be modified or changes except by written instrument signed by both parties.

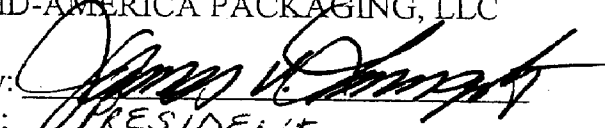
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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Assignment as of the date first above written.

GAYLORD CONTAINER CORPORATION

MID-AMERICA PACKAGING, LLC

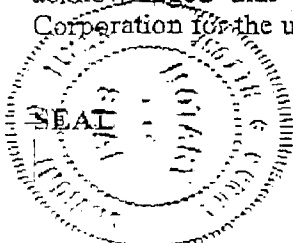
By: _____
Its: _____

By: 
Its: PRESIDENT

STATE OF Indiana)
)
COUNTY OF Marion)

SS:

On the 9 day of January, 2003, before me personally came Evan S. Oritz, to me known to be the person who executed the foregoing instrument and who being duly sworn by me did depose and say that he/she is the Vice President of Gaylord Container Corporation, that he/she executed the instrument in the name of Gaylord Container Corporation, that he/she had the authority to sign the same, and that he/she acknowledged that he/she executed the same as an act and deed of Gaylord Container Corporation for the uses and purposes therein mentioned.



Judith G. Curry

Notary Public

JUDITH G. CURRY

My commission expires

NOTARY PUBLIC STATE OF INDIANA

HAMILTON COUNTY

MY COMMISSION EXP. NOV. 1, 2006

STATE OF _____)
)
COUNTY OF _____)

SS:

On the ____ day of _____, 2002, before me personally came _____, to me known to be the person who executed the foregoing instrument and who being duly sworn by me did depose and say that he/she is the _____ of Mid-America Packaging, LLC, that he/she executed the instrument in the name of Mid-America Packaging, LLC, that he/she had the authority to sign the same, and that he/she acknowledged that he/she executed the same as an act and deed of Mid-America Packaging, LLC for the uses and purposes therein mentioned.

SEAL

Notary Public

My commission expires _____

STATE OF _____)
)
COUNTY OF _____)

SS:

On the ____ day of _____, 2002, before me personally came _____, to me known to be the person who executed the foregoing instrument and who being duly sworn by me did depose and say that he/she is the _____ of Gaylord Container Corporation, that he/she executed the instrument in the name of Gaylord Container Corporation, that he/she had the authority to sign the same, and that he/she acknowledged that he/she executed the same as an act and deed of Gaylord Container Corporation for the uses and purposes therein mentioned.

SEAL

Notary Public
My commission expires _____

STATE OF OHIO)
)
COUNTY OF CLYAHOLA)

SS:

On the 27TH day of DECEMBER, 2002, before me personally came JAMES V. LIVINGSTON me known to be the person who executed the foregoing instrument and who being duly sworn by me did depose and say that he/~~she~~ is the PRESIDENT of Mid-America Packaging, LLC, that he/~~she~~ executed the instrument in the name of Mid-America Packaging, LLC, that he/~~she~~ had the authority to sign the same, and that he/~~she~~ acknowledged that he/~~she~~ executed the same as an act and deed of Mid-America Packaging, LLC for the uses and purposes therein mentioned.

SEAL



Gretchen M. Bunnell
Notary Public
My commission expires 5.31.06