



To the Honorable Commissioner for Pa

102381950

ached original document(s) or copy(ies).

1. Name of conveying party(ies):

Freund Container, Inc.

3-403

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

Citizenship/State of Incorporation/Organization: Illinois
Additional name(s) of conveying party(ies) attached? Yes No

Execution date: January 23, 2003

2. Name and address of receiving party(ies):

Name: Berlin Packaging, L.L.C.

Street Address: 111 North Canal Street, Suite 300
Chicago, Illinois 60606

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Limited Liability company

State of Incorporation/Organization: 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- License
- Nunc Pro Tunc Assignment
- Other: _____

Effective Date: January 23, 2003

4. Nature of submission:

- New
- Resubmission (Non-Recordation) Document ID# _____
- Correction of PTO error
- Reel #: _____ Frame #: _____
- Corrective Document
- Reel #: _____ Frame #: _____

5. Application number(s) or registration number(s):

ATTORNEY DOCKET NO.: 015451-0005

A. Trademark Application No.(s)

B. Trademark Registrations No.(s)

2,497,782

Additional numbers attached? Yes No

6. Correspondent name and address:

MICHAEL BEST & FRIEDRICH LLC
Attorneys At Law
401 North Michigan Avenue, Suite 1900
Chicago, Illinois 60611-4212

Direct telephone calls to: Martin L. Stern
at telephone no. (312) 222-0800 or fax no. (312) 222-0818

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231 on
Date: 2/24/03

Typed name: Dawn Ternig

7. Total number of properties involved: 1

Total pages including cover sheet & attachments: 4

Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account #50-1965
- Authorization to charge additional fees to deposit account #50-1965

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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. Charges to deposit account are authorized.

Martin L. Stern
Name of Person Signing

Martin L. Stern
Signature

2/24/03
Date

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents & Trademarks, Box Assignments

Washington, DC 20231

ASSIGNMENT OF TRADEMARKS

WHEREAS, FREUND CONTAINER, INC., an Illinois corporation having offices located at 155 West 84th Street, Chicago, Illinois 60620 ("ASSIGNOR"), owns all right, title and interest in and to the trademarks and registrations therefor listed on Schedule A attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks; and

WHEREAS, BERLIN PACKAGING, L.L.C., a Delaware limited liability company having offices located at 111 North Canal Street, Suite 300, Chicago, Illinois 60606 ("ASSIGNEE"), has entered into that certain Asset Purchase Agreement dated January 23, 2003 (the "Agreement") by and among ASSIGNOR, Kenneth G. Freud and ASSIGNEE; and pursuant thereto desires to acquire all of ASSIGNOR's right, title and interest in and to the aforesaid trademarks and registrations therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and registrations therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and registrations therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future and present infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and registrations therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and registrations therefor listed on attached Schedule A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and registrations therefor listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and registrations therefor listed on attached Schedule A. These obligations of assistance by ASSIGNOR shall survive closing related to the asset purchase agreement between ASSIGNOR and ASSIGNEE and shall continue for so long as ASSIGNEE may require such assistance from ASSIGNOR.

SCHEDULE A

REGISTERED TRADEMARK

Date of Registration	Trademark	Country/Register	Registration No.
Oct. 16, 2001	FREUND CONTAINER	U.S.A.	2,497,782

COMMON LAW TRADEMARKS/TRADE NAMES

FREUND CAN COMPANY

FREUND CONTAINER INC.

FREUND LOGO DESIGN

HARD TO FIND CONTAINERS

CAN'ALOG

CONTAINERS ON CALL

