

03-19-2003

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

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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): 3.17.03 Fold-Pak Corporation, a New York corporation. Individual(s), Association, General Partnership, Corporation-State (checked), Other. Additional name(s) of conveying party(ies) attached? Yes No (checked)

2. Name and address of receiving party(ies): Gulf States Paper Corporation. Internal Address: P.O. Box 48000. City: Tuscaloosa State: AL Zip: 35404-8999. Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware (checked), Other. If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked). Additional name(s) & address(es) attached? Yes No (checked)

3. Nature of conveyance: Assignment (checked), Merger, Security Agreement, Change of Name, Other. Execution Date: 3-16-1988

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,756,821

Additional number(s) attached Yes No (checked)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: T. Gregory Peterson. Internal Address: One Federal Place. Street Address: 1819 Fifth Avenue North. City: Birmingham State: AL Zip: 35203-2104

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40. Enclosed, Authorized to be charged to deposit account (checked)

8. Deposit account number: 50-0954

03/18/2003 0000121 509954 1756821 01 FC:18521 9. Signature 40.00 CH

DO NOT USE THIS SPACE

T. Gregory Peterson Name of Person Signing

Signature

03-10-2003

Date

Total number of pages including cover sheet, attachments, and document: 11

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

OFFICE OF PUBLIC RECORDS 103 MAR 17 PM 1:52 FINANCE SECTION

STOCK PURCHASE AGREEMENT

**GULF STATES PAPER CORPORATION
AND CERTAIN SHAREHOLDERS
OF
FOLD-PAK CORPORATION**

MARCH 6, 1998

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is entered into as of March 6, 1998 (the "Closing Date"), by and among GULF STATES PAPER CORPORATION, an Alabama corporation (the "Purchaser"), KARL F. DEMAY, an individual resident of the State of New York ("DeMay"), MAX E. RICHTER, an individual resident of the State of New York ("Richter"), and ROBERT E. MULLALLY, an individual resident of the State of New Jersey ("Mullally") (DeMay, Richter, and Mullally being referred to herein collectively as the "Principals" and individually as a "Principal").

WHEREAS, the Principals are authorized to act on behalf of the owners (the "Shareholders") of all of the issued and outstanding shares of capital stock of FOLD-PAK CORPORATION, a New York corporation ("Fold-Pak"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Shareholders wish to sell, and the Purchaser wishes to purchase, all of the issued and outstanding shares of capital stock of Fold-Pak.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. At the closing contemplated by this Agreement (the "Closing"), the Shareholders are selling to the Purchaser, and the Purchaser hereby purchases from the Shareholders, 202,450 shares of capital stock, par value \$1.00 per share, of Fold-Pak (the "Shares"). The number of Shares owned by each individual Shareholder is set forth on ANNEX A.

2. The aggregate purchase price for the Shares is \$ [REDACTED] (the "Purchase Price").

3. The Closing of the sale and purchase of the Shares has taken place simultaneously with the execution and delivery hereof at the corporate offices of Fold-Pak on Van Buren Street in the Village of Newark, New York at 11:00 A. M. on the Closing

plan activities) have been brought against or with respect to any Benefit Plan. All contributions to Benefit Plans that were required to be made under such Benefit Plans have been made, and all benefits accrued under any unfunded Benefit Plan have been paid, accrued or otherwise adequately reserved in accordance with GAAP.

(T) Except as set forth on ANNEX K, none of the Companies leases any real property. ANNEX K sets forth all real property of which any of the Companies is the record or beneficial owner (the "Owned Real Property"), including the name of the entity that owns such property. The Companies have good and marketable, indefeasible, fee simple title to all of the Owned Real Property, free and clear of any Liens other than those shown on the Audited Financial Statements. Fold-Pak has delivered to the Purchaser complete and correct copies of all title insurance policies relating to the Owned Real Property. The Owned Real Property and the leased sales office space in Nanuet, New York constitute the only real property used or held for use in connection with the conduct of the businesses and operations of the Companies as now conducted and as presently planned to be conducted. To the best of each Principal's knowledge, no violation of any law with respect to zoning, environmental, city planning or similar matters relating to any of the Owned Real Property presently exists or has existed at any time during the past five years, other than for violations that have not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on any Company.

(U) The only Intellectual Property used in, necessary to or currently under development with respect to, the businesses of the Companies is disclosed on ANNEX L. One or more Companies has all rights, title and interests in each item of Intellectual Property disclosed on ANNEX L. To the best of each Principal's knowledge: (i) All registrations, on behalf of the Companies, with any applications to governmental or regulatory authorities in respect of such Intellectual Property, are valid and in full force and effect and are not subject to the payment of any Taxes or maintenance fees (other than maintenance fees that are payable periodically to the United States Patent Office or other governmental agencies) or the taking of any other actions by the Companies to maintain their validity or effectiveness, (ii) there are no restrictions on the direct or indirect transfer of any such Intellectual Property, (iii) Fold-Pak has delivered to the Purchaser prior to the execution of this Agreement documentation with respect to any invention, process, design, computer program or other know-how or trade secret included in such Intellectual Property, which documentation is complete and accurate in all material respects and reasonably sufficient in detail and content to identify and explain such invention, process, design, computer program or other know-how or trade secret, (iv) each Company has taken reasonable security measures to protect the secrecy, confidentiality and value of its trade secrets, if any, (v) other than as listed on ANNEX M hereto, none of the Companies has granted any license to use such Intellectual Property, and (vi) other than as listed on ANNEX L, no Principal has any knowledge that such Intellectual Property is being infringed by any other Person. To the best of each Principal's knowledge, none of the Companies is infringing any Intellectual Property of any other Person, and no claim is pending or has been threatened to such effect.

"Business Day" means a day other than Saturday, Sunday or any day on which banks located in the State of Alabama are authorized or obligated to close.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, and the rules and regulations promulgated thereunder.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Company" or "Corporation" means Fold-Pak and each Subsidiary of Fold-Pak.

"Environmental Law" means any Law relating to human health, or protection of the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants or Hazardous Materials in the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata), or otherwise relating to the treatment, storage, disposal, transport or handling of any Hazardous Material.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"GAAP" means generally accepted accounting principles, consistently applied throughout the specified period and in the immediately prior comparable period.

"Hazardous Material" means (A) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyl's (PCBs); (B) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic pollutants" or words of similar import, under any Environmental Law; and (C) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority.

"Intellectual Property" means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, inventions, processes, formulae, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, specifications, data, technology, methodologies, computer programs (including all source codes), confidential and proprietary information, whether or not subject to statutory registration, and all related technical information, manufacturing, engineering and technical drawings, know-how and all pending applications for and registrations of patents, trademarks, service marks and copy rights, and the right to sue for past infringement, if any, in connection

with any of the foregoing, and all documents, disks and other media on which any of the foregoing is stored.

"IRS" means the United States Internal Revenue Service.

"Liabilities" means all indebtedness, obligations and other liabilities (or contingencies that have not yet become liabilities) of a Person (whether absolute, accrued, contingent [or based upon any contingencies], known or unknown, fixed or otherwise, or whether due or to become due).

"Licenses" means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any governmental or regulatory authority.

"Liens" means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, charge, hypothecation, attachment or other encumbrance of any kind, or any conditional sale contract, title retention contract or other contract to give any of the foregoing.

"Loss" means any and all damages, fines, fees, penalties, deficiencies, losses and expenses, including without limitation, any diminution in value to the Purchaser's investment hereunder and all interest, reasonable expenses of investigation, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other expenses of litigation or other proceedings or of any claim, default or assessment (such fees and expenses to include without limitation, all fees and expenses, including fees and expenses of attorneys, incurred in connection with (i) the investigation or defense of any Third Party Claims, or (ii) asserting or disputing any rights under this Agreement against any party hereto or otherwise).

"PBGC" means the Pension Benefit Guaranty Corporation established under ERISA.

"Pension Benefit Plan" means each Benefit Plan that is a pension benefit plan within the meaning of Section 3(2) of ERISA.

"Permitted Lien" means (i) Liens for current Taxes not yet due, and (ii) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business, and other imperfections of title or encumbrances, if any, that, either in any case or in the aggregate, are not substantial in amount, do not materially detract from the value or marketability of the property subject thereto and do not impair the operations of any Company.

"Person" means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or governmental or regulatory authority.

22. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

23. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

24. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

25. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each party hereto as of the date first above written.

GULF STATES PAPER CORPORATION

By *A. Edward Weirich*
Name: _____
Title: President & CEO

Karl F. DeMay
Karl F. DeMay

Max E. Richter
Max E. Richter

Robert E. Mullally
Robert E. Mullally

ANNEX LINTELLECTUAL PROPERTYU. S. ISSUED/PENDING PATENTS

<u>APP. NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>	<u>GRANT DATE</u>	<u>SUBJECT</u>
036510	24 MAR 1993	5411204	02 MAY 1995	BIO-PAK
038368	14 APR 1987	4712689	15 DEC 1987	HI-TECH
966890	23 MAY 1986	4712730	15 DEC 1987	HI-TECH
974975	12 NOV 1992	5288012	22 FEB 1994	LIPLESS
032908	18 MAR 1993	5351881	04 OCT 1994	LIPLESS
143929	27 OCT 1993	5409160	25 APR 1995	LIPLESS
198993	18 FEB 1994	5484102	16 JAN 1996	LIPLESS
458896	02 JUN 1995	5588584	31 DEC 1996	LIPLESS
182746	18 JAN 1994	5474231	12 DEC 1995	GLUEPORT
739966	31 MAY 1985	4669614	02 JUN 1987	RENDOLL CARTON
852293	15 APR 1986	4679694	14 JUL 1987	HI-TECH
599885	19 OCT 1990	5033622	23 JUL 1991	HI-TECH
038368	14 APR 1987	RE33204	24 APR 1990	HI-TECH
966890	23 MAY 1986	RE33573	16 APR 1991	RENDOLL CARTON
599982	19 OCT 1990	5097958	24 MAR 1992	SOMERVILLE CARTON
013685	11 FEB 1987	4749086	07 JUN 1988	HI-TECH
021649	04 MAR 1987	4756470	12 JUL 1988	HI-TECH
106977	13 OCT 1987	4757902	09 JUL 1988	HI-TECH
023846	09 MAR 1987	RE33010	08 AUG 1989	SOMERVILLE CARTON
936851	19 FEB 1992	5160082	03 NOV 1992	HI-TECH
177319	04 APR 1988	4826074	02 MAY 1989	HI-TECH
203122	07 JUN 1988	4838432	13 JUN 1989	SOMERVILLE CARTON
183934	20 APR 1988	4819864	11 APR 1989	HI-TECH
617213	23 NOV 1990	5060451	29 OCT 1991	FILLING MACHINE
850378	02 MAY 1997	PENDING		CLIK-TOP
850055	02 MAY 1997	PENDING		LID-LOK
NOT YET ASSIGNED	20 JAN 1997	PENDING		CUTTING BRICK
		0293211		SOMERVILLE CARTON
		0310633		SOMERVILLE CARTON
		0310965		SOMERVILLE CARTON
		4239115		SOMERVILLE CARTON
		4328656		SOMERVILLE CARTON
		4431129		SOMERVILLE CARTON
		4872609		SOMERVILLE CARTON
		5390848		??

CANADA/MEXICO PENDING PATENTS

CANADA 9100062	10 AUG 1993	PENDING		LIPLESS
MEXICO 943151	29 APR 1994	PENDING		GLUEPORT **

** Filed by FOLD-PAK INTERNATIONAL LIMITED

FOREIGN ISSUED/PENDING PATENTS

APP. NO.	FILING DATE	PATENT NO.	COUNTRY	SUBJECT	ASSIGNEE
80011	30 APR 1996		PHILIPPINES	BEO-PAK	FOLD-PAK CORPORATION
8001634	24 NOV 1992	ALLOWED	EUROPE	SLIPLESS	FOLD-PAK CORPORATION
933120	23 JUL 1994		IRELAND	SLIPLESS	FOLD-PAK CORPORATION
813066	29 APR 1994		ARGENTINA	GLUEPORT	FOLD-PAK INTERNATIONAL
6735	13 JAN 1995		CHILE	GLUEPORT	FOLD-PAK INTERNATIONAL
95044530	26 SEP 1995		COLOMBIA	GLUEPORT	FOLD-PAK INTERNATIONAL
94311665	24 OCT 1996		EUROPE	GLUEPORT	FOLD-PAK INTERNATIONAL
4727	25 OCT 1994		IRELAND	GLUEPORT	FOLD-PAK INTERNATIONAL
1510MAS95	27 NOV 1995		INDIA	GLUEPORT	FOLD-PAK INTERNATIONAL
109306	12 APR 1994	109,306	ISRAEL	GLUEPORT	FOLD-PAK INTERNATIONAL
NONE		28295/037	LIBERIA	GLUEPORT	FOLD-PAK INTERNATIONAL
1395	17 JAN 1995	RP12096	NIGERIA	GLUEPORT	FOLD-PAK INTERNATIONAL
49737	03 JAN 1995		PHILIPPINES	GLUEPORT	FOLD-PAK INTERNATIONAL
95160039	12 JUN 1995		SAUDI ARABIA	GLUEPORT	FOLD-PAK INTERNATIONAL
NONE		950032	SOUTH AFRICA	GLUEPORT	FOLD-PAK INTERNATIONAL
025192	17 JAN 1995		THAILAND	GLUEPORT	FOLD-PAK INTERNATIONAL
38949	04 NOV 1994		TURKEY	GLUEPORT	FOLD-PAK INTERNATIONAL
24097	24 NOV 1995		URUGUAY	GLUEPORT	FOLD-PAK INTERNATIONAL
171395	08 NOV 1995		VENEZUELA	GLUEPORT	FOLD-PAK INTERNATIONAL
TO BE FILED			P.C.T.	CLIK-TOP	FOLD-PAK CORPORATION
TO BE FILED			P.C.T.	LID-LOK	FOLD-PAK CORPORATION
TO BE ASSIGNED					
TO FOLD-PAK INTERNATIONAL		089700993.0	BRITISH	CUTTING BRICK	ALLIED HAUFOR LTD.

U. S. TRADEMARKS

APP. NO.	FILING DATE	REG. NUMBER	REG. DATE	MARK NAME
20646	22 JAN 1990	1615706	02 OCT 1990	HI-TECH
025100	02 FEB 1990	1615710	02 OCT 1990	HI-TECH (LOGO)
136703	06 FEB 1991	1621226	15 OCT 1994	BEO-PAK
136786	06 FEB 1991	1673691	28 JAN 1992	FOLD-PAK
719975	06 JAN 1993	421280	17 DEC 1993	FOLD-PAK
136704	06 FEB 1991	1694907	16 JUN 1992	FOLD-PAK (DESIGN LOGO)
136707	06 FEB 1991	1602914	14 APR 1992	FOLD-PAK (DESIGN LOGO)
136785	06 FEB 1991	1672819	21 JAN 1992	FP (LOGO)
296379	20 JUL 1992	1756821	09 MAR 1993	HI-TECH PLUS
720646	06 JAN 1993	430450	15 JUL 1994	HI-TECH PLUS
186696	24 OCT 1996	PENDING		CLIK TOP (STYLIZED)
757186697	24 OCT 1996	PENDING		CLIK TOP (UNSTYLIZED)
840280	25 MAR 1997	PENDING		CLIK TOP (UNSTYLIZED)
757281838	30 APR 1997	PENDING		LID LOK

FOREIGN TRADEMARKS

HOLLAND	565,207	FOLD-PAK
SWEDEN	319,094	FOLD-PAK
UNITED KINGDOM	2,095,548	FOLD-PAK
UNITED KINGDOM	2,110,566	CUTTING BRICK

ALLEGED PATENT INFRINGEMENT

ROBERT M. TYLE
ATTORNEY
10 FELLVIEW DRIVE
PITTSFORD, NEW YORK 14534-4014

TELEPHONE: 716-381-0891
FAX: 716-387-9673

March 6, 1998

Gulf States Paper Corporation
1400 River Road
Tuscaloosa, Alabama 35404

Ladies and Gentlemen:

I have acted as counsel to Fold-Pak Corporation, a New York corporation ("Fold-Pak"), the Subsidiaries, the Principals, and the Shareholders in connection with the negotiation, execution and delivery of that certain Stock Purchase Agreement, of even date herewith (the "SPA"), among Gulf States Paper Corporation and the Principals, and the transactions contemplated by the SPA. This opinion is rendered pursuant to Section 7(A) of the SPA. Capitalized terms used in this opinion and not otherwise defined herein shall have the meanings assigned to them in the SPA.

As such counsel, I have considered such matters of law and of fact as I have deemed appropriate as a basis for the opinions hereinafter set forth.

It is my opinion that:

1. Fold-Pak and each of its Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, as set forth on Annex C to the SPA.

2. The authorized, issued and outstanding shares of capital stock of each Corporation are as set forth in Annex D to the SPA. The persons listed on Annex A to the SPA are the owners of all of the outstanding shares of capital stock of Fold-Pak. Fold-Pak is the owner of all of the outstanding shares of capital stock of each Subsidiary, except as otherwise set forth on Annex D of the SPA.

3. Each Corporation has good and marketable title to all of its property and assets.

4. The SPA is the valid and binding obligation of each Principal, enforceable against each Principal in accordance with its terms.

5. Except as disclosed in the SPA, I do not know of, nor do I have any reasonable grounds to know of, any litigation, proceeding, or governmental investigation pending or threatened against any of the Corporations, their properties or business.

Very truly yours,



Robert M. Tyle