

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rock-Tenn Company		10/27/2003	CORPORATION: GEORGIA

RECEIVING PARTY DATA	
Name:	Pactiv Corporation
Street Address:	1900 W. Field Court
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	78218805	HARVEST FRESH
Registration Number:	2080513	CRYSTALWARE
Registration Number:	2530393	DURAFRESH

CORRESPONDENCE DATA	
Fax Number:	(612)339-3061
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	tmg@slwk.com
Correspondent Name:	Charles E. Steffey
Address Line 1:	P.O. Box 2938
Address Line 4:	Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	265.573US1/581US1/582US1
NAME OF SUBMITTER:	Kimberly A. Nute

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 27th day of October, 2003 by and between ROCK-TENN COMPANY, a Georgia corporation ("Assignor") and PACTIV CORPORATION, ("Assignee"), a Delaware corporation.

WHEREAS, Assignor has entered into a "Asset Purchase Agreement", dated ~~October~~^{September} 23, 2003 (the "Agreement") between Assignor and Assignee a Delaware corporation, pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire certain assets (as defined in the Agreement) including, without limitation, the United States trademark registrations/applications identified and set forth on Schedule A attached hereto and incorporated herewith (collectively, the "Marks"), and the goodwill of the business associated therewith; and

WHEREAS, Assignee wishes to acquire Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated with the Trademarks (including, without limitation, all proceeds thereof, all rights of action and recovery for past, present and future infringements thereof and all rights to secure renewals and extensions thereof), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and permitted assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale, assignment, conveyance, transfer and delivery not been made.

Assignor further agrees to perform such other lawful acts and to execute such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the countries in which such Trademarks are currently registered (as shown on Schedule A hereto).

This Assignment is being executed and delivered pursuant and subject to the Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Agreement. In the event of any conflict between this Assignment and the Agreement, the Agreement shall control.

This Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above. Each undersigned party represents, warrants, and states that all legal action necessary for the effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each party are duly authorized to execute this Agreement on behalf of their respective parties

ROCK-TENN COMPANY

By: Thomas H. King
Name: Thomas H. King
Title: Vice President

PACTIV CORPORATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above. Each undersigned party represents, warrants, and states that all legal action necessary for the effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each party are duly authorized to execute this Agreement on behalf of their respective parties

ROCK-TENN COMPANY

By: _____
Name: _____
Title: _____

PACTIV CORPORATION

By: David Brush
Name: DAVID BRUSH
Title: VP & TREASURER

SCHEDULE A

MARK	REG. NO.
CRYSTALWARE	2,080,513
DURAFRESH	2,530,393
IT'S HIP TO BE SQUARE	2,329,604

MARK	APP. NO.
HARVEST FRESH	78/218,805
HARVEST FRESH	1184940 (Canada)

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