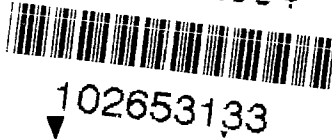


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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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REC



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):

Span Contract Packaging, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 1/15/04

2. Name and address of receiving party(ies)

Name: Cloud Packaging Solutions LLC

Internal

Address: \_\_\_\_\_

Street Address: 424 Howard Street

City: Des Plaines State: IL Zip: 60018

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership Delaware
- Corporation-State \_\_\_\_\_
- 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

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

A. Trademark Application No. (s) \_\_\_\_\_

B. Trademark Registration No. (s) 1,551,862

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Terri Branson

Internal Address: Lewis, Rice & Fingersh, L.C.

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Terri Branson

Name of Person Signing

Signature

1/21/04

Date

01/23/2004 BYRNE 00000129 1551862

Total number of pages including cover sheet, attachments, and document: 3

01 FC:8521

40.00 DP

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

TRADEMARK  
REEL: 002901 FRAME: 0081

## ASSIGNMENT

WHEREAS, SPAN CONTRACT PACKAGING, INC., a corporation organized and existing under and by virtue of the laws of the State of South Carolina, having a place of business located at 4611 Dairy Drive, Greenville, South Carolina 29607 (hereinafter "ASSIGNOR"), is the owner of and is using the following trademark which is the subject of a registration in the United States, as follows:

| <u>MARK</u> | <u>TM REG. NO.</u> |
|-------------|--------------------|
| SPAN-CARE   | 1,551,862          |

said trademark, application and registration therefor herein collectively referred to as the "Trademark Rights"; and

WHEREAS, CLOUD PACKAGING SOLUTIONS LLC (formerly known as Cloud LLC), a Delaware limited liability company having a principal place of business at 424 Howard Street, Des Plaines, IL 60018 (hereinafter "ASSIGNEE") desires to acquire certain of ASSIGNOR'S business assets, including all right, title and interest in, to and under said Trademark Rights.

NOW, THEREFORE, for Ten Dollars (\$10.00 U.S.) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, ASSIGNOR hereby agrees as follows:

1. ASSIGNOR hereby assigns, transfers, and sets over to ASSIGNEE, its successors and assign all worldwide right, title and interest in and to said Trademark Rights and to the goodwill of the business relating thereto and symbolized by said Trademark Rights and all other rights associated with the portion of the ongoing and existing business of Assignor to which the Trademark Rights pertain, and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Trademark Rights, and for unfair competition and any related claims ASSIGNOR may have against any third parties, whether known or unknown, and any other rights assigned to ASSIGNEE under this Assignment.

2. ASSIGNOR covenants to cooperate with ASSIGNEE, or its designees or legal representatives, in bringing and maintaining 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, in each case so long as Assignor does not incur any expense in connection therewith.

