

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Sealright Manufacturing-West, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) 04/30/98

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other Agreement and Assignment

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPS Packaging Company

Internal

Address: _____

Street Address: 9201 Packaging Drive

City: De Soto

State: Kansas

Country: _____ Zip: 66018

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,237,310

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda A.O. Lamberson

Internal Address: _____

Street Address: McDermott Will & Emery LLP
227 W. Monroe, Suite 4400

City: Chicago

State: Illinois Zip: 60606-5096

Phone Number: 312.372.2000

Fax Number: 312.984.7700

Email Address: chicago-ip-docket@mwe.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 13-0206

Authorized User Name Linda A.O. Lamberson

9. Signature:


Signature

Linda A.O. Lamberson

7/27/04
Date

Total number of pages including cover sheet, attachments, and document: 17

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**AGREEMENT AND ASSIGNMENT
SEALRIGHT MANUFACTURING - WEST, INC. TO
JPS PACKAGING COMPANY**

THIS AGREEMENT AND ASSIGNMENT made and entered into this 30th day of April, 1998 by and between Sealright Manufacturing - West, Inc., a Missouri corporation, having its principal place of business at 9201 Packaging Drive, De Soto, County of Johnson, and State of Kansas (hereinafter "Sealright - West") and JPS Packaging Company, a Delaware corporation, having its principal place of business at 9201 Packaging Drive, De Soto, County of Johnson, and State of Kansas (hereinafter "JPS").

WHEREAS, Sealright - West is the owner of the U.S. Letters Patent and applications for U.S. Patent as set forth in Schedule A attached to hereto and made a part hereof and of the foreign letters patent and applications as set forth in Schedule B attached hereto and made a part hereof; and

WHEREAS, Sealright - West is also the owner of the trademarks and U.S. registrations and applications for U.S. registration as set forth in Schedule C attached hereto and made a part hereof and of the trademarks and foreign registrations and applications for registration thereof as set forth in Schedule D attached hereto and made a part hereof; and

WHEREAS, Sealright - West is further the owner of a substantial body of technology and know how, including proprietary rights, trade secrets and copyrights, related directly and exclusively to the business of flexible packaging and labeling, which business is defined herein as the business of the manufacturing and selling of flexible packaging and labeling for the food, dairy and beverage market and machines for the application of sleeve labels to plastic bottles, operated by

Sealright - West, directly and through certain of its subsidiaries, and including, without limitation, equipment, and the methods for operating same, identified as an Atlantic Slit Seal forming machine performing a continuous, perforated tube of film with a slit sealed edge, Axon tamper evident banding machine infeed device, and a bottle label desleeve for removing sleeve labels from PET bottles, all of which technology and know how is hereinafter identified as "Flexible Packaging Technology and Know How.

NOW, THEREFORE, for good and valuable consideration, including consideration previously transferred, the receipt and sufficiency of which is hereby acknowledged:

1. Sealright - West has sold, assigned and transferred and hereby sells, assigns and transfers to JPS all right, title and interest in and to the following:

(a) The U.S. Letters Patent and application for patent identified in Schedule A and all inventions described and/or claimed therein;

(b) The foreign patents and applications for patent identified in Schedule B and all inventions described and/or claimed therein;

(c) The trademarks and U.S. registrations and applications for registration identified in Schedule C and the goodwill of the business symbolized by said marks;

(d) The trademarks and foreign registrations and applications for registration identified in Schedule D, and the goodwill of the business symbolized by said marks.

(e) All of Sealright - West's right, title and interest in and to the Flexible Packaging Technology and Know How.

2. Concurrently with the execution of this Agreement and Assignment Sealright - West shall deliver to JPS copies of any and all Technical Information and make available to JPS all Know How owned or within the control of Sealright - West on the effective date of this Agreement and Assignment. "Technical Information" shall mean information in documentary form such as designs, drawings, blueprints, specifications, technical, engineering and manufacturing information, including but not limited to manufacturing, assembly and installation drawings; computer software codes and data; procurement specifications; engineering and performance specifications; material specification; physical and metallurgical specifications; operation specifications and instructions; technical reports, material lists and other technical or commercial information as may be used by or available to Sealright - West, which relates directly and exclusively to the manufacture, use or operation or installation and operation of flexible packaging and labeling equipment or processes embraced within or forming a part of Sealright - West's Flexible Packaging Technology and Know How. "Know How" shall mean the full range of technical knowledge and experience accumulated by and/or available to Sealright - West and its employees relating to the manufacture, use, installation and operation of flexible packaging and labeling machinery and processes embraced within or forming a part of Sealright - West's Flexible Packaging Technology and Know How.

3. Sealright - West further agrees that the assignment of rights herein includes the sale, assignment and transfer to JPS of any and all unregistered trademarks, tradenames, designs, designations and trade dress and other designations of source used or owned by Sealright - West and directly related to and used exclusively in the business of flexible packaging and labeling, such sale,

assignment and transfer including that part of the goodwill of the business symbolized by such designations of origin.

4. Sealright - West agrees that the assignment of rights herein, including patents, trademarks and registrations or other source of origin designations and Flexible Packaging Technology and Know How specifically includes an assignment of the full right, title and interest to sue and recover for past infringement of any of the assigned properties or proprietary rights.

5. Sealright - West shall execute and deliver such further assignment documents and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of the properties and proprietary rights set forth in this Agreement and Assignment. Sealright - West therefore agrees:

(a) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance requested by JPS which may be deemed necessary by JPS to perfect its ownership and title to such rights.

(b) To provide testimony in connection with any proceeding affecting the right, title or interest of JPS in the properties and proprietary rights transferred by this Agreement and Assignment.

(c) To perform any other acts deemed necessary by JPS to carry out the intent of this Agreement and Assignment.

6. In furtherance of this Agreement and Assignment, Sealright - West hereby acknowledges that, from and after the effective date of this Agreement and Assignment, JPS has succeeded to all of Sealright - West's right, title and standing to institute and prosecute all suits and proceedings and take all actions that JPS in its sole discretion may deem necessary or proper to assert

or enforce any claim, right or title of any kind in and to or under any and all of the properties and proprietary rights transferred by this Agreement and Assignment.

SEALRIGHT MANUFACTURING - WEST, INC.

By: *John T. Coffey*
Name: John T. Coffey
Title: ST VP

JPS PACKAGING COMPANY

By: *John T. Coffey*
Name: John T. Coffey
Title: President

SCHEDULE A

PATENTS		
Patent No.	Title	Issue Date
5,401,533	Method of Making Resealable Packaging Material	03/28/95
5,426,509	Device and Method for Detecting Foreign Material on a Moving Printed Film Web	06/20/95

APPLICATIONS		
Serial No.	Title	Filing Date
061,426	Desleever Apparatus and Method	10/08/97

SCHEDULE B**FOREIGN PATENTS**

Country	Patent No.	Title	Issue Date
United Kingdom	1596969	Label Applying Apparatus	05/16/78

FOREIGN APPLICATIONS

Country	Serial No.	Title	Filing Date
Canada	2127489	Fiber Optic Coupling Assembly	07/06/94
Canada	2141994	Resealable Packaging Material and Method of Making Same	02/07/95
U.S.	PCT/US92/09499	Roll Stock for Making Resealable Bags and Resealable Roll-Formed Bag	11/06/92

SCHEDULE C

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS		
Reg. No./Ser. No.	Title	Issue Date/Filing Date
1,834,992	CHROMAFLEX	05/03/94
1,840,116	VIVIPRINT	06/14/94
1,843,919	LITHOPRINT	07/05/94
1,849,673	CHROMAFLEX PRO	08/09/94
1,237,310	DUCTGARD	05/10/83
246,708	PINCH-N-SEAL	02/24/97

SCHEDULE D

FOREIGN TRADEMARKS AND APPLICATIONS			
Country	Mark	Reg. No./Appl. No.	Issue Date/Filing Date
Argentina	STYROTECH	1582854	12/14/95
Australia	STYROTECH	651445	01/27/95
Australia	JOTTO	671718	09/06/95
Benelux	STYROTECH	565780	01/27/95
Bolivia	STRYOTECH	2008	01/31/95
Brazil	STYROTECH	818543272	05/24/95
Canada	STYROTECH	452259	12/22/95
Chile	STYROTECH	459022	03/25/96
China	STYROTECH	84004256	
Columbia	STYROTECH	180834	10/20/95
Equador	STYROTECH	53988	01/31/95
France	STYROTECH	95555945	01/26/95
Hong Kong	STYROTECH	2780	02/07/95
Italy	STYROTECH	TO95C000845	03/13/95
Japan	STYROTECH	3327212	06/27/97
Korea	STYROTECH	340010	05/23/96
Mexico	VENTURE	505401	09/08/95
Mexico	JOTTO	519916	09/08/95
Mexico	STYROTECH	534307	10/10/96
New Zealand	JOTTO	253208	09/05/95
New Zealand	STYROTECH	245169	01/30/95
Peru	STYROTECH	17795	07/26/95

FOREIGN TRADEMARKS AND APPLICATIONS			
Country	Mark	Reg. No./Appl. No.	Issue Date/Filing Date
Singapore	JOTTO	10096/95	10/20/95
Taiwan	STYROTECH	710344	03/16/96
United Kingdom	STYROTECH	2009163	01/28/95
Uruguay	STYROTECH	275484	01/07/97
Venezuela	STYROTECH	600695	05/04/95

ASSIGNMENT - PATENTS

WHEREAS, Sealright Manufacturing - West, Inc., a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 9201 Packaging Drive, De Soto, County of Johnson, and State of Kansas, is the owner of the following U.S. patents and application for U.S. patent:

PATENTS		
Patent No.	Title	Issue Date
5,401,533	Method of Making Resealable Packaging Material	03/28/95
5,426,509	Device and Method for Detecting Foreign Material on a Moving Printed Film Web	06/20/95

APPLICATION		
Serial No.	Title	Filing Date
061,426	Desleever Apparatus and Method	10/08/97

WHEREAS, JPS Packaging Company, a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 9201 Packaging Drive, De Soto, County of Johnson, and State of Kansas, is desirous of acquiring ownership of the inventions of and said Letters Patent and application;

NOW, THEREFORE, for good and valuable consideration, including consideration previously transferred, the receipt and sufficiency of which are hereby acknowledged, said Sealright Manufacturing - West, Inc. has sold, assigned and transferred, and does hereby sell, assign and transfer unto said JPS Packaging Company, the full and exclusive right, title and interest in the

inventions of said Letters Patent and Application and in and to said Letter Patent and Application, including divisions, continuations and reissues thereof as well as all foreign counterparts thereof, together with all Letters Patent issuing on any of said applications, the same to be held and enjoyed by said JPS Packaging Company, its successors and assigns or other legal representatives to the full ends of the terms for which said Letters Patent have been or may be issued as fully and entirely as the same would have been held and enjoyed by Sealright Manufacturing - West, Inc. had this assignment and sale not been made, said sale, assignment and transfer including specifically all rights to sue and recover for past infringement.

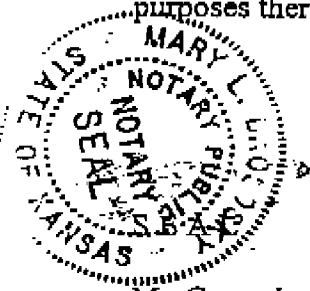
EXECUTED this ____ day of _____, 1998.

SEALRIGHT MANUFACTURING - WEST, INC.

By: *John T. Carpenter*
 Name: *John T. Carpenter*
 Title: *Secy VP*

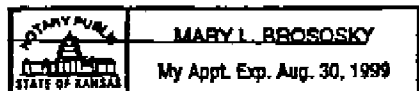
STATE OF *Kansas* :
 : SS
 COUNTY OF *Johnson* :

On this *1st* day of *May*, 1998, before me personally appeared *John T. Carpenter* to me known to be the person described in, and who executed, the foregoing instrument, and he duly acknowledged to me that he executed the same for uses and purposes therein set forth.



Mary L. Brososky
 Notary Public

My Commission Expires:



0448604.01

ASSIGNMENT


WHEREAS, Sealright Manufacturing - West, Inc., a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 9201 Packaging Drive, De Soto, County of Johnson, and State of Kansas, is the owner of the marks and United States Trademark Registrations and applications for registration therefor as set forth in the accompanying Schedule; and

WHEREAS, JPS Packaging Company, a corporation duly organized under the laws of the State of Delaware, and having its principal place of business at 9201 Packaging Drive, De Soto, County of Johnson, and State of Kansas, is desirous of acquiring said marks and registrations and application;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, including consideration previously transferred, the receipt and sufficiency of which are hereby acknowledged, said Sealright Manufacturing - West, Inc. has sold, assigned and transferred, and by these presents does sell, assign and transfer unto said JPS Packaging Company, the full and exclusive right, title and interest, throughout the world, in and to the said marks, together with that portion of the good will of the business symbolized by the marks, and the applications and registrations therefor, all as listed in the Schedule, and the right to recover for any past infringement of said marks and registrations.

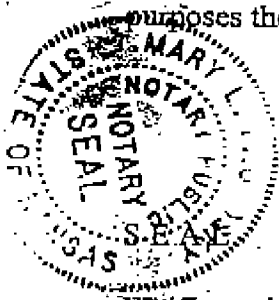
EXECUTED this ____ day of _____, 1998.

SEALRIGHT MANUFACTURING - WEST, INC.

By: 
 Name: John T. Conner
 Title: Senior VP

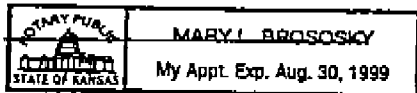
STATE OF Kansas :
 : SS
COUNTY OF Johnson :

On this 1st day of May, 1998, before me personally appeared John T. Carper, to me known to be the person described in, and who executed, the foregoing instrument, and he duly acknowledged to me that he executed the same for uses and purposes therein set forth.



Mary L. Brososky
Notary Public

My Commission Expires:



SCHEDULE

Sealright Manufacturing - West, Inc. to JPS Packaging Company

REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>ISSUE DATE</u>
CHROMAFLEX	1,834,992	05/03/94
VIVIPRINT	1,840,116	06/14/94
LITHOPRINT	1,843,919	07/05/94
CHROMAFLEX PRO	1,849,673	08/09/94
DUCTGARD	1,237,310	05/10/83

APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
PINCH-N-SEAL	246,708	02/24/97