

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plassein International of Thomasville, Inc.	Rex International, Inc.	09/30/2003	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	Portsmouth Acquisition Co.
Street Address:	3070 Southport Road
City:	Spartanburg
State/Country:	SOUTH CAROLINA
Postal Code:	29302
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1356584	TENO SPIN

CORRESPONDENCE DATA	
Fax Number:	(713)437-5313
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(713) 221-1189
Email:	kimberly.brown@bracepatt.com
Correspondent Name:	Kimberly L. Brown
Address Line 1:	P.O. Box 61389
Address Line 4:	Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:	025635.000010
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NAME OF SUBMITTER:	Pam Clark
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") dated as of September 30, 2003, made by Plassein International Corporation, a Delaware corporation, Plassein International of Thomasville, Inc., a North Carolina corporation, Plassein International of Ontario, LLC, a Delaware limited liability company, Plassein International of Spartanburg, Inc., a Delaware corporation and Teno Films, Incorporated, a North Carolina corporation (collectively, the "Assignors"), in favor of Portsmouth Acquisition Co., a California corporation (the "Assignee");

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement (the "Agreement") dated effective as of July 29, 2003 by and among the Assignors and the Assignee, the Assignors have agreed to transfer to the Assignee all of the Assignors' right, title and interest in and to the trademarks, trademark applications, trade names, trade dress, trade secrets and related rights and interests included in the Proprietary Rights (capitalized terms used but not defined herein have the meaning provided in the Agreement); and

WHEREAS, pursuant to the Agreement, the Assignors have agreed to execute this Assignment and deliver it to the Assignee;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Pursuant hereto and to the Agreement and as approved by the Sale Order, the Assignors hereby assign, transfer and convey to the Assignee, free and clear of and from any and all Liens and Encumbrances, all right, title and interest in and to the trademarks, trademark applications and common law marks included in the Proprietary Rights (collectively, the "Trademarks"), including, without limitation, the Trademarks described on Attachment A hereto, and any divisional, continuing, substitute, renewal and other trademark applications filed, now and hereafter, with respect to the Trademarks in the United States, the states thereof and all foreign countries and the goodwill associated therewith.

2. Pursuant hereto and to the Agreement and as approved by the Sale Order, the Assignors hereby assign, transfer and convey to the Assignee, free and clear of and from any and all Liens and Encumbrances, all right, title and interest in and to the trade names, trade dress, trade secrets and related rights and interests included in the Proprietary Rights.

3. The Assignors hereby authorize and request the Commissioner of Patents and Trademarks to transfer by assignment to the Assignee the Trademarks and any and all divisions, continuations, and reissues thereof, and hereby covenant that, pursuant hereto and to the Agreement and as approved by the Sale Order, the Assignors have the full right to convey the entire interest herein assigned.

4. The Assignors hereby covenant and agree that the Assignors will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of the Trademarks to the Assignee, its successors or assigns and that if the Assignee, its successors or assigns shall desire to file any divisional or continuation applications or to secure a reissue of such Trademarks, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of the Assignee, its successors or assigns.

5. This instrument is executed and delivered pursuant to the terms and conditions of the Agreement, including but not limited to, the representations and warranties made by the Assignors therein. All of the terms and conditions of the Agreement are incorporated herein by reference, and in the event of any ambiguity or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall prevail.

6. This Assignment and each of its provisions shall be binding on and shall insure to the benefit of the respective successors and assigns of the parties to this Assignment. The respective agreements herein set forth are for the benefit only of the parties hereto, their successors and assigns, and no provision of this Assignment is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the parties hereto and their respective successors in interest and assigns.


7. Each party to this Assignment shall execute and deliver all instruments and documents and take all actions as may be reasonably required or appropriate to carry out the purposes of this Assignment.

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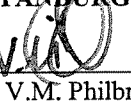
IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their respective duly authorized officers as of the date first above written.

ASSIGNORS:

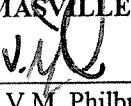
PLASSEIN INTERNATIONAL CORPORATION

By: 
Name: V.M. Philbrook
Title: President

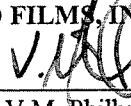
PLASSEIN INTERNATIONAL OF SPARTANBURG, INC.

By: 
Name: V.M. Philbrook
Title: President


PLASSEIN INTERNATIONAL OF THOMASVILLE, INC.

By: 
Name: V.M. Philbrook
Title: President

TENO FILMS, INCORPORATED

By: 
Name: V.M. Philbrook
Title: President

PLASSEIN INTERNATIONAL OF ONTARIO, LLC

By: 
Name: V.M. Philbrook
Title: President

ASSIGNEE:

PORTSMOUTH ACQUISITION CO.

By: _____
Name: _____
Title: _____

THE STATE OF MASSACHUSETTS §
 §
COUNTY OF SUFFOLK §

BEFORE ME, the undersigned authority, on this 30th day of September, 2003, personally appeared V.M. Philbrook, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.


NOTARY PUBLIC, STATE OF Massachusetts

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their respective duly authorized officers as of the date first above written.

ASSIGNORS:

PLASSEIN INTERNATIONAL CORPORATION

By: _____
Name: _____
Title: _____

PLASSEIN INTERNATIONAL OF SPARTANBURG, INC.

By: _____
Name: _____
Title: _____

PLASSEIN INTERNATIONAL OF THOMASVILLE, INC.

By: _____
Name: _____
Title: _____

TENO FILMS, INCORPORATED

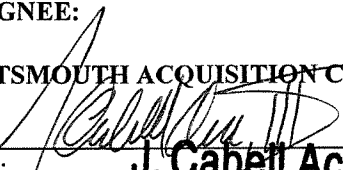
By: _____
Name: _____
Title: _____

PLASSEIN INTERNATIONAL OF ONTARIO, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

PORTSMOUTH ACQUISITION CO.

By: 
Name: **J. Cabell Acree, III**
Title: **Senior Vice President**

THE STATE OF _____
COUNTY OF _____

J. Cabell Acree, III
Senior Vice President

BEFORE ME, the undersigned authority, on this 23 day of SEPTEMBER, 2003, personally appeared *, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same of his/her own free will for the purposes and consideration therein expressed.


NOTARY PUBLIC, STATE OF SOUTH CAROLINA

**ATTACHMENT A
TRADEMARKS**

PLASSEIN INTERNATIONAL CORP.

Trade Names

Plassein International
Plassein Packaging
Plassein Packaging Corp.

Registered Trademarks

	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	The New Way to Think Film	2,666,057	12/24/02
United States	Plassein International	2,680,175	01/28/03

Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Plassein International	76/325,424	10/15/01
Canada	Plassein International	1,128,443	01/18/02
Community Trademark (EU)	Plassein International	2,621,860	03/18/02
Mexico	Plassein International	541,322	04/01/02
Mexico	Plassein International	541,326	04/01/02
United States	Plassein International & Design	76/319,137	09/28/01
United States	Plassein International & Design	76/325,405	10/15/01
Canada	Plassein International & Design	1,128,444	01/18/02
Community Trademark (EU)	Plassein International & Design	2,620,896	03/18/02
Mexico	Plassein International & Design	541,324	04/01/02
Mexico	Plassein International & Design	541,325	04/01/02
Canada	The New Way to Think Film	1,128,445	01/18/02
Community Trademark (EU)	The New Way to Think Film	2,620,086	03/18/02
Mexico	The New Way to Think Film	541,323	04/01/02

PLASSEIN INTERNATIONAL OF ONTARIO, LLC

Trade Names

Plassein International
Plassein International of Ontario
Plassein Transamerican, LLC
Transamerican Plastics
Transamerican Plastics, LLC

PLASSEIN INTERNATIONAL OF SPARTANBURG, INC.

Trade Names

Plassein International
Plassein International of Spartanburg
Plastical Industries
Plastical Industries, Inc.

PLASSEIN INTERNATIONAL OF THOMASVILLE, INC.

Trade Names

Plassein International
Plassein International of Longview
Plassein International of Staunton
Plassein International of Thomasville
Rex International
Rex International, Inc.
Rex-Rosenlaw International

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United State	Teno Spin	1,356,584	08/27/85

TENO FILMS, INCORPORATED

Trade Names

Teno Films

Houston/1566468.1

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