



S. 17 04

102748503

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Cold-Sell, LLC

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other: Limited Liability Company

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

2. Name and address of receiving party(ies):  
Name: Rock-Tenn Converting Company  
Internal Address: Post Office Box 4098  
Street Address:  
City: Norcross State: GA Zip: 30091

Individual citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Georgia  
 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

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other:

Execution Date: February 19, 2004

4. Application number(s) or registration numbers(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
2,332,816; 2,332,823

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Howard A. MacCord, Jr.  
Internal Address: Post Office Box 2974  
Greensboro, NC 27402

Street Address: 1600 Wachovia Tower  
300 N. Greene Street  
City: Greensboro State: NC Zip: 27401

6. Total number of applications and registrations involved:..... 2

7. Total fee (37 CFR 3.41):..... \$65.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
501923

(Attach duplicate of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Donna Cottelli                      Donna Cottelli                      May 11, 2004  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 6  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks, Box Assignments  
 Washington, D.C. 20231



ASSIGNMENT OF RIGHTS

THIS ASSIGNMENT OF RIGHTS ("Assignment") is made as of February 19, 2004 by and between, Cold-Sell, LLC, a North Carolina limited liability company ("Assignor"), and Rock-Tenn Converting Company, a Georgia corporation ("Assignee").

RECITALS

Assignor is a party to a certain Asset Purchase Agreement dated as of February 19, 2004 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept the transfer from Assignor, certain contract rights, "Equipment" and "Intellectual Property" (as defined in the Agreement) related to Assignor's "Business" (as defined in the Agreement), including, without limitation certain patents, trademarks and trade names of Assignor used in connection with the Business. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all rights hereunder.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents, trademarks, service mark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Intellectual Property Rights"), which Intellectual Property Rights are used in connection with the Business.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the Purchase Price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property Rights, together with all rights to sue for infringement of any Intellectual Property Right, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor if this Assignment had never been executed; provided, however, that Assignor shall be entitled, following Closing of the Agreement, to take such reasonable steps as are reasonable, necessary and appropriate for Assignor to collect its remaining accounts receivable, to satisfy creditors, to liquidate the Business and to otherwise wind up the affairs of the Business.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the principles of conflicts of laws thereof.

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

IN WITNESS WHEREOF, Assignors has caused an authorized individual to execute this Assignment as of the date first written above.

**ASSIGNOR**

COLD-SELL, LLC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE**

ROCK-TENN CONVERTING COMPANY

By: \_\_\_\_\_ *Tommy*

Its: Vice President

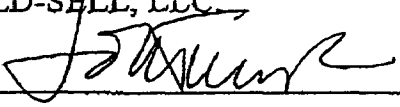
*BAH  
PHE*

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

IN WITNESS WHEREOF, Assignors has caused an authorized individual to execute this Assignment as of the date first written above.

**ASSIGNOR**

COLD-SELL, LLC

By: 

Its: Manager

**ASSIGNEE**

ROCK-TENN CONVERTING COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Schedule A  
INTELLECTUAL PROPERTY

Trademarks, Patents and Pending Patent Applications

See attached.

Assignee/Owner: Cold Sell Systems, L.L.C.

Patents and patents pending:

Patent Number	Issue Date	Patent Title	Serial No.	Filing Date
5,433,085	07/18/95	CHILLED BEVERAGE DISPLAY CONTAINER	08/195,560	2/14/94
5,596,880	01/28/97	IMPROVED CHILLED BEVERAGE CONTAINER (CIP)	08/500,435	07/10/95
6,067,810	05/30/00	CHILLED ITEM SERVER	09/221,888	12/28/98
6,370,885	04/16/02	POINT-OF-SALE CHILLED PRODUCT HOUSING (CIP)	09/301,709	04/29/99
6,453,682	09/24/02	POINT-OF-SALE CHILLED PRODUCT HOUSING (Divisional)	09/997,748	11/29/01
6,415,623	07/09/02	POINT OF SALE PRODUCT CHILLER	09/755,938	01/05/01
6,481,238	11/19/02	IMPROVED KEG SERVER	09/928,826	08/13/01
pending	pending	CHILLED ITEM SERVER	09/578,575	05/25/00

Registered trademarks:

Registration Number	Date of Registration	Mark	Date of First Use
2,332,816	03/21/00	COLD SELL AND DESIGN	05/02/99
2,332,823	03/21/00	COLD SELL	05/02/99