

**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
Fleming Packaging Corporation		07/18/2003	CORPORATION: DELAWARE
fp Label Company, Inc.		07/18/2003	CORPORATION: CALIFORNIA
fp Estate Incorporated		07/18/2003	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	RM-FP Acquisition Corporation
Street Address:	4600 S. Ulster Street
Internal Address:	Suite 1400
City:	Denver
State/Country:	COLORADO
Postal Code:	80237
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	0839739	FP
Registration Number:	2593902	FP
Registration Number:	1055543	CAMEO
Registration Number:	0829278	COLORBOSS
Registration Number:	0833045	ALUMICEAL

**CORRESPONDENCE DATA**

Fax Number: (312)660-0471  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-861-6371  
 Email: rprescan@kirkland.com  
 Correspondent Name: Renee Prescan  
 Address Line 1: 200 E. Randolph Drive  
 Address Line 2: Kirkland & Ellis LLP

CH \$140.00 0839739

Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:

Kevin Rothman

Signature:

/Kevin Rothman/

Date:

01/27/2005

**Total Attachments: 10**

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## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of July 18, 2003, ("Effective Date") by and between FLEMING PACKAGING CORPORATION, a Delaware corporation, fp LABEL COMPANY, INC., a California corporation and fp ESTATE INCORPORATED, a California corporation (together, each individually "Assignor" and collectively, "Assignors"), and RM-FP ACQUISITION CORPORATION, a Delaware corporation ("Assignee").

**WHEREAS**, Assignors and Assignee are parties to that certain Amended and Restated Purchase Agreement dated July 18, 2003 (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, the United States federal and state trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, the unregistered trademarks set forth on Exhibit E attached hereto and the trade names and assumed names set forth on Schedule F attached hereto, in each case, together with the goodwill of the business associated therewith, (collectively, the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

This Assignment, to the extent signed and delivered by means of a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto shall reexecute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine to deliver a signature or the fact that any signature or agreement

or instrument was transmitted or communicated through the use of a facsimile machine as a defense to the enforceability of a contract and each party forever waives any such defense.

\* \* \* \* \*





**SCHEDULE A**

**U.S. FEDERAL TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Status</u></b>
<b>FP</b>	<b>839739</b>	<b>Registered</b>
<b>FP</b>	<b>2593902</b>	<b>Registered</b>
<b>CAMEO</b>	<b>1055543</b>	<b>Registered</b>
<b>COLORBOSS</b>	<b>829278</b>	<b>Registered</b>
<b>ALUMICEAL</b>	<b>833045</b>	<b>Registered</b>
<b>BD &amp; WEST</b>	<b>951306</b>	<b>Expired</b>
<b>BD &amp; WEST</b>	<b>948908</b>	<b>Expired</b>
<b>CLOSEAL</b>	<b>827308</b>	<b>Expired</b>
<b>CLOSEAL CAPSULES AND CLOSURES</b>	<b>872307</b>	<b>Expired</b>

**U.S. STATE TRADEMARK REGISTRATIONS**

<b><u>State</u></b>	<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Status</u></b>
<b>Illinois</b>	<b>FP</b>	<b>39610</b>	<b>Registered</b>
<b>Illinois</b>	<b>FAST PRINTING</b>	<b>39593</b>	<b>Registered</b>

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

NONE

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**SCHEDULE C**

**FOREIGN TRADEMARK REGISTRATIONS**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Status</u></b>
<b>Canada</b>	<b>ALUMICEAL</b>	<b>TMA299185</b>	<b>Registered</b>
<b>Canada</b>	<b>FP&amp;DESIGN</b>	<b>TMA 313648</b>	<b>Expired</b>

**SCHEDULE D**

**FOREIGN TRADEMARK APPLICATIONS**

NONE

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**SCHEDULE E**

**UNREGISTERED TRADEMARKS**

NONE

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**SCHEDULE F**

**TRADE NAMES AND ASSUMED NAMES**

FLEMING PACKAGING CORPORATION  
FP LABEL COMPANY INC.  
FP ESTATE INCORPORATED  
FP FAST PRINTING  
FP CAMEOCOLOR  
FLEMING PRESSURE SENSITIVE

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**RECORDED: 01/27/2005**

**TRADEMARK  
REEL: 003017 FRAME: 0118**