

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/18/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Olsonite Corporation		02/18/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bemis Manufacturing Company
Street Address:	300 Mill Street
City:	Sheboygan Falls
State/Country:	WISCONSIN
Postal Code:	53085-0901
Entity Type:	CORPORATION: WISCONSIN

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2577105	BATH COLLECTION
Registration Number:	2434877	BATH COLLECTION
Registration Number:	2335766	BATHMATE
Registration Number:	1410369	COMFORT CURVE
Registration Number:	2464614	NICE N' EASY
Registration Number:	1500430	OLSONITE
Registration Number:	2860789	STA-TITE
Registration Number:	2476611	TRADE CHOICE

**CORRESPONDENCE DATA**

Fax Number: (414)297-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (414) 297-5723  
 Email: ptomailmilwaukee@foley.com

CH \$215.00 2577105

Correspondent Name: Richard J. McKenna  
Address Line 1: 777 East Wisconsin Avenue  
Address Line 2: Foley & Lardner LLP  
Address Line 4: Milwaukee, WISCONSIN 53202-5306

NAME OF SUBMITTER:	Jill M. Schenk
Signature:	/Jill M. Schenk/
Date:	03/16/2005

Total Attachments: 6  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 18, 2005, by and between Olsonite Corporation, a Delaware corporation ("Assignor") and Bemis Manufacturing Company, a Wisconsin corporation ("Assignee"), with regard to the following facts:

WHEREAS, Assignor is the owner of the trademarks for certain products as set forth in Schedule "A" hereto and has filed applications to register said trademarks or owns registrations for said trademarks as set forth in Schedule "A" (collectively, the "Trademarks");

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks; and

WHEREAS, Assignor makes this Assignment pursuant to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by and among Assignor and Assignee, under which Assignee has purchased certain Purchased Assets (as defined therein) from Assignor, including but not limited to the Trademarks and the products therefor.

NOW, THEREFORE, for good and valuable consideration stated in the Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's and each of its Affiliate's United States and foreign country rights, title and interest, as of the date hereof, in and to the Trademarks, together with all registrations and applications for registration thereof, any common law rights attendant thereto and the goodwill of Assignors' businesses associated therewith, all free and clear of any Liens as defined in the Purchase Agreement. This assignment also includes all rights of action and claims for damages accrued and to accrue under and by virtue of the Trademarks, including the right to sue and recover for past infringement of the Trademarks, for the sole use and benefit of Assignee and its successors, assigns, or other legal representative.
2. Assignor will from time to time, at the request of Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to record the transfer of title to the trademarks in the United States Patent and Trademark Office and in other jurisdictions where the Trademarks registered or the subject of pending applications.
3. Assignor will not in the future use, register or attempt to register any trademark, service mark, trade name or domain name confusingly similar to the Trademarks, or assist any third party in doing the same. Assignor will not challenge, or assist third parties in challenging Assignee's rights, title and interest in and to the Trademarks.

4. Except as set forth herein and in the Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Trademarks involved in this Assignment and Assignee shall have no recourse against Assignor therefor.

5. Assignee shall bear the costs and fees associated with recording, transfer of title for all trademark registrations and applications for the Trademarks, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

6. Any notice to be given to either Party hereunder shall be given in accordance with the notice provisions of the Purchase Agreement, which provisions are expressly incorporated herein by this reference. This Assignment is binding on and shall inure to the benefit of the respective successors and/or assigns of the parties.

7. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

8. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to its conflicts-of-laws principles.

9. This Assignment may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment effective as of the date first written above.

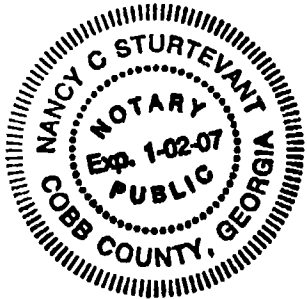
OLSONITE CORPORATION, a Delaware corporation

By: [Signature]

Its: PRESIDENT + CEO

STATE OF GEORGIA }  
COUNTY OF Fulton }

On February 18, 2005, before me, Nancy C. Sturtevant, personally appeared William Marsh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



[Signature]  
Signature of Notary Public

BEMIS MANUFACTURING COMPANY, a Wisconsin corporation

By: [Signature]

Its: [Signature]

STATE OF WISCONSIN }  
COUNTY OF Madison }

On 2/18, 2005, before me, Joseph B. Tyson J, personally appeared Frank Poje, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

[Signature]  
Signature of Notary Public

**SCHEDULE A**

**See Attached**

**SCHEDULE A  
TRADEMARK ASSIGNMENT**

**Olsonite Corporation**

Trademark Report by Country  
Status: ACTIVE

Printed: 2/15/2005

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATU	CLASSE
<b>CANADA</b>							
4000021	BATH MATE	4/29/1999	1,014,050	8/10/2001	549,695	REGISTERE	A
4000008	OLSONITE	8/9/1976	401,036	6/1/1979	233,342	REGISTERE	a
4000009	SANI+SHIELD AND DESIGN	3/12/1990	652,817	4/23/1993	411,323	REGISTERE	a
4000029	STA-TITE	2/4/2002	1,130,236	11/17/2003	594,822	REGISTERE	A
4000010	TOPS FOR BOTTOMS	6/14/1949	203,438	6/14/1949	32,706	REGISTERE	a
4000C26	TRADE CHOICE	10/22/1999	1,033,568	8/7/2001	549,446	REGISTERE	A
<b>CHINA</b>							
4000001	OLSONITE	9/14/1995	950116974	4/6/1997	976,341	REGISTERE	11
4000031	STA-TITE	2/9/2003	3,455,617			PENDING	11
<b>DOMINICAN REPUBLIC</b>							
4000017	OLSONITE	7/1/1997	99145248	9/15/1997	92,404	REGISTERE	37
<b>EUROPEAN UNION</b>							
4000003	OLSONITE	4/1/1996	20701	5/7/1998	20701	REGISTERE	6,11,25
4000030	STA-TITE	2/3/2003	3,032,844			PENDING	6,11,20
<b>GUATEMALA</b>							
4000018	OLSONITE	7/2/1997	5290-97	11/15/1998	92,500	REGISTERE	11
<b>HONG KONG</b>							
4000002	OLSONITE	11/27/1995	15,017/95	11/27/1995	1356/97	REGISTERE	11
<b>INDONESIA</b>							
4000006	OLSONITE	12/6/1996	96 27035	10/30/1997	402,431	REGISTERE	11
<b>MEXICO</b>							
4000032	OLSONITE	2/6/2003	587,288			PENDING	11
4000033	STA-TITE	2/6/2003	587,289			PENDING	11
<b>PHILIPPINES</b>							
4000007	OLSONITE	11/18/1996	115,634			PENDING	11
<b>SINGAPORE</b>							
4000004	OLSONITE	10/3/1996	10712/96	7/31/1998	10712/96	REGISTERE	11
<b>TAIWAN</b>							
4000005	OLSONITE	8/26/1996	85042540	7/15/1997	768,067	REGISTERE	11
<b>UNITED STATES</b>							
4000020	BATH COLLECTION	9/28/1999	75/813,165	6/11/2002	2,577,105	REGISTERE	11
4000023	BATH COLLECTION	10/5/1999	75/816,004	3/13/2001	2,434,877	REGISTERE	24
4000019	BATHMATE	5/4/1999	75/693,892	3/28/2000	2,335,766	REGISTERE	11

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATU	CLASSES
<i>UNITED STATES continued . . .</i>							
4000011	COMFORT CURVE	1/24/1986	73/579,356	9/23/1986	1,410,369	REGISTERE	11
4000025	NICE N' EASY	11/16/1999	75/849,589	6/26/2001	2,464,614	REGISTERE	11
4000013	OLSONITE	12/14/1987	73/700,720	8/16/1988	1,500,430	REGISTERE	11
4000028	STA-TITE	1/23/2002	76/361,230	7/6/2004	2,860,789	REGISTERE	11
4000024	TRADE CHOICE	11/16/1999	75/849,576	8/7/2001	2,476,611	REGISTERE	11
END OF REPORT						TOTAL ITEMS SELECTED	27