

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Kama Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 26, 1995

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: IPC, Inc.

Internal Address: _____

Street Address: 6603 West Broad Street

City: Richmond

State: Virginia

Country: U.S.A. Zip: 23230

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)
956,007 712,313 955,516

Additional sheet(s) attached? Yes No

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

Jat-Lilo (docket # 370099-00013) Par-Sol Rap (docket # 370099-00014) Perf-A-Pak (docket # 370099-00015)

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

Name: David P. Maivald

Internal Address: Eckert Seamans Cherin & Mellott, LLC

Street Address: Alcoa Technical Center
100 Technical Drive

City: Alcoa Center

State: PA Zip: 15069

Phone Number: 724-337-3951

Fax Number: 724-337-5959

Email Address: david.maivald@alcoa.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 1000
Expiration Date 10/05

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: David P. Maivald
Signature

Aug. 26, 2005
Date

David P. Maivald
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

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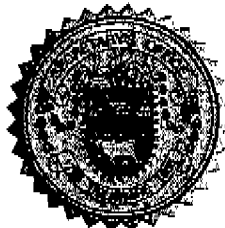
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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES: "KAMA CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "IPC, INC." UNDER THE NAME OF "IPC, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF JANUARY, A.D. 1996, AT 3 O'CLOCK P.M.



2309645 8100M

050633998

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4062393

DATE: 08-02-05

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REEL: 003180 FRAME: 0488

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 PM 01/12/1996
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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of December 26, 1995, between IPC, Inc. (formerly named IVEX PACKAGING CORPORATION), a Delaware corporation ("Ivex"), and KAMA CORPORATION, a Delaware corporation ("Kama").

WITNESSETH:

WHEREAS, Ivex owns 100% of the outstanding shares of common stock, par value \$0.01 per share and the only outstanding class of capital stock, of Kama;

WHEREAS, the respective Boards of Directors of Ivex and Kama deem it advisable to merge Kama into Ivex (the "Merger") pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, Ivex and Kama hereby adopt this Agreement, each acting pursuant to (i) a resolution duly adopted by the unanimous vote of its Board of Directors, (ii) the consent of its stockholders as required by law and (iii) the authority given by and in accordance with the provisions of Sections 251 and 259 of the Delaware General Corporation Law (the "GCL"), whereby at the Effective Date (as defined in Section 2.1 hereof) of the Merger, Kama shall be merged into Ivex and each outstanding share of common stock, par value \$0.01 per share, of Kama and each such share of treasury stock shall be canceled and shall cease to exist and each outstanding share of common stock, par value \$0.01 per share, of Ivex shall continue to be outstanding.

ARTICLE I

THE CONSTITUENT CORPORATIONS

1.1 Kama. Kama was organized under the GCL in 1988. The authorized capital stock of Kama consists of 1,000 shares of common stock, par value \$0.01 per share. There are 1,000 shares of Kama common stock issued and outstanding.

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1.2 Ivex. Ivex was organized under the GCL in 1992. The authorized capital stock of Ivex consists of 200,000 shares of common stock, par value \$0.01 per share. There are 120,690 shares of Ivex common stock issued and outstanding.

ARTICLE II

THE MERGER

2.1 Terms of Merger. After receipt of the consent of the Merger by the sole stockholders of Kama in accordance with applicable law, Kama shall merge into Ivex pursuant to the provisions of the GCL. The name of the surviving corporation shall be IPC, Inc. The Merger shall become effective on January 12, 1996 (the "Effective Date").

2.2 Effect of Merger. At the Effective Date, (i) the separate existence of Kama shall cease, and Kama shall be merged into Ivex, which, as the surviving corporation, shall thereupon and thereafter possess all the rights, privileges, powers and franchises of Ivex and shall be subject to all the restrictions, liabilities and duties of Kama; and all property, real, personal and mixed, and all debts due to Kama on whatever account, for stock subscriptions as well as all other things in action or belonging to Kama, shall be vested in Ivex, without further act or deed, all in accordance with and with the effect stated in Section 259 of the GCL, as amended, and all property, rights, privileges, powers and franchises, and all and every other interest, shall thereafter be the property of Ivex as they were of Kama, and the title to any real estate vested by deed or otherwise in Kama shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors and liens upon any property of Kama shall be preserved unimpaired, and all debts, liabilities and duties of Kama shall thenceforth attach to Ivex, and may be enforced against Ivex to the same extent as if said debts, liabilities and duties had been incurred or contracted by Ivex, and (ii) each outstanding share of common stock, par value \$0.01 per share, of Kama and each such share of treasury stock shall be canceled and shall cease to exist and each outstanding share of common stock, par value \$0.01 per share, of Ivex shall continue to be outstanding.

ARTICLE III

CERTIFICATE OF INCORPORATION; BY-LAWS;
SURVIVING CORPORATION; OFFICERS

3.1 Certificate of Incorporation and By-laws. The Certificate of Incorporation and By-laws of Ivex shall be the certificate of incorporation and by-laws of Ivex as the surviving corporation, to remain unchanged until amended as provided therein or by law.

3.2 Surviving Corporation. The name of the surviving corporation shall be IPC, Inc.

3.3 Officers. From and after the Effective Date, the officers of Ivex, each to hold office until his successor has been duly chosen or appointed, shall be as follows:

<u>Office</u>	<u>Name</u>
President and Chief Executive Officer	George V. Bayly
Vice President and General Manager	Eugene M. Whitacre
Vice President and General Manager	Thomas S. Ellsworth
Vice President, Chief Financial Officer and Assistant Secretary	Frank V. Tannura
Vice President and Treasurer	Richard R. Cote
Vice President, Secretary and General Counsel	G. Douglas Patterson
Vice President and Assistant Secretary	Jerry S. Lawrence

ARTICLE IV

TERMINATION AND ABANDONMENT OF THE MERGER

4.1 Termination of Agreement. This Agreement may be terminated and the Merger abandoned prior to the Effective Date by mutual written consent of the Boards of Directors of Kama and Ivex.

4.2 Effect on Termination. In the event of termination and abandonment pursuant to Section 4.1 hereof, this Agreement shall become void and have no effect, without any liability on the part of any of the parties.

ARTICLE V

MISCELLANEOUS

5.1 Amendments. Any term or provision of this Agreement may be waived at any time by the party which is, or whose shareholders are, entitled to the benefits thereof, and any term or provision of this Agreement may be amended or supplemented at any time by a writing signed by the parties.

5.2 Entire Agreement. This Agreement, together with the documents referred to herein, constitutes the entire agreement between Kama and Ivex with respect to the Merger, and supersedes all prior arrangements or understandings with respect thereto.

5.3 Indemnity. None of the directors, officers, representatives, agents or legal counsel of any party shall have any liability in damages, rescission or otherwise to any other party under or on account of this Agreement or any of the transactions contemplated thereby.

5.4 Enforceability. If any provision of this Agreement is deemed or held to be illegal, invalid, or unenforceable, this Agreement shall be considered severable and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other aspects this Agreement shall remain in full force and effect, provided, however, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable and be legal, valid and enforceable.

Further should any provision contained in this Agreement ever be reformed or rewritten by a judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties thereto.

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IN WITNESS WHEREOF, each of Kama and Ivex has caused this Agreement to be signed in its corporate name by its duly authorized officer, attested by its Secretary or Assistant Secretary, all as the date first above written.


IPC, INC. (formerly named
IVEX PACKAGING CORPORATION)

By: 
Name:
Title:

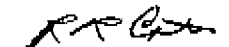
ATTEST:

By: 
Name: R.R. COTE
Title: V.P. (PROD) MGR

KAMA CORPORATION

By: 
Name:
Title:

ATTEST:

By: 
Name: R.R. COTE
Title: V.P. (PROD) MGR

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