

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/15/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
STC Plastics, Inc.		02/15/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Consolidated Container Company LP
Street Address:	3101 Towercreek Parkway
Internal Address:	Suite 300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309-3424
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	76640184	S T C
Registration Number:	1674950	NEW WAVE WATER SYSTEMS
Registration Number:	1902759	PARTY PAK

**CORRESPONDENCE DATA**

Fax Number: (404)881-7777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (404) 881-7000  
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 Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	46223/282704
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OP \$90.00 76640184

NAME OF SUBMITTER:	Russell P. Beets
Signature:	/Russell P. Beets/
Date:	01/25/2006
<b>Total Attachments: 9</b> source=Assignment-STC Plastics#page1.tif source=Assignment-STC Plastics#page2.tif source=Assignment-STC Plastics#page3.tif source=Assignment-STC Plastics#page4.tif source=Assignment-STC Plastics#page5.tif source=Assignment-STC Plastics#page6.tif source=Assignment-STC Plastics#page7.tif source=Assignment-STC Plastics#page8.tif source=Assignment-STC Plastics#page9.tif	

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**AGREEMENT AND PLAN OF MERGER**

**among**

**CONSOLIDATED CONTAINER COMPANY LP**

**"Purchaser,"**

**STC ACQUISITION CO.**

**"Acquisition Co.,"**

**STC PLASTICS, INC.**

**"Company"**

**and**

**LARRY KELLER, SCOTT KELLER,  
LORI QUATTRONE and MARTHA TORRES**

**"Shareholders"**

**Dated as of February 15, 2005**

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## **EXHIBITS**

Exhibit A	Form of Amended and Restated Articles
Exhibit B	Form of Amended and Restated Bylaws
Exhibit C	Form of Option Agreement

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into as of February 15, 2005 (the "Closing Date"), among Consolidated Container Company LP, a Delaware limited partnership ("Purchaser"), STC Acquisition Co., a California corporation and a subsidiary of Purchaser ("Acquisition Co."), STC Plastics, Inc., a California corporation (the "Company"), and Larry Keller, Scott Keller, Lori Quattrone and Martha Torres, each a resident of the State of California (each a "Shareholder" and collectively the "Shareholders").

The Shareholders own all of the issued and outstanding shares of the capital stock of the Company (the "Shares"). The Shareholders desire to sell, and Purchaser desires to acquire, the Shares for the consideration and on the terms set forth in this Agreement, which provides for the merger of Acquisition Co. with and into the Company. As a result of the merger, the Company will continue to conduct the Business as a wholly-owned subsidiary of Purchaser.

Certain capitalized terms used in this Agreement are defined in Section 7.1 of this Agreement.

In consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 MERGER

#### 1.1 Merger.

Subject to the terms and conditions of this Agreement, at the Effective Time, Acquisition Co. shall be merged with and into the Company (the "Merger") in accordance with the applicable provisions of the General Corporation Law of the State of California (the "California Code"). The Company shall be the corporation surviving the Merger (the "Surviving Corporation") and shall become a wholly-owned subsidiary of Purchaser. The Merger shall be consummated pursuant to the terms of this Agreement, which has been approved and adopted by the respective shareholders and Boards of Directors of Acquisition Co. and the Company. The Parties acknowledge and agree that the Merger will convey to Purchaser all of the Company's goodwill.

#### 1.2 Effective Time.

The Merger and other transactions contemplated by this Agreement shall become effective on the date and at the time the Merger is effective pursuant to the California General Corporation Law (the "Effective Time").

terms, or (ii) engaged in a Competing Business in any market presently served by the Company, except for ownership of less than one percent (1%) of the outstanding capital stock of any Competing Business that is publicly traded on any recognized exchange or in the over-the-counter market. Except as set forth in **Schedule 2.10(f)**, neither the Company or any Shareholder nor any Related Person of any of them is a party to any Contract with, or has any claim or right against, the Company.

**Intellectual Property.**

**Schedule 2.11** contains a true and correct list of the Intellectual Property used or intended for use by the Company, containing a brief description of each item of Intellectual Property, including the jurisdiction of grant, registration or pendency and the nature of the Company's interest therein. No Litigation is pending or threatened, and the Company has not received any notice that (a) the conduct of the Business (including the Company's use of any Intellectual Property) infringes upon or conflicts with any rights claimed therein by any Third Party, (b) any Intellectual Property owned or licensed by the Company or which the Company otherwise has the right to use is invalid or unenforceable by the Company, or (c) the use or sale by the Company of its Intellectual Property, or any component part thereof, nor any process or machinery employed by the Company violates or infringes upon any claims of any United States or foreign patent or patent application owned or held by any Third Party. Except as set forth on **Schedule 2.11**, the Company does not use products which are the subject of patents, patent applications, copyrights, copyright applications, trademarks, trademark applications, trade styles, service marks, or trade secrets owned by or licensed from Third Parties. Except as shown on **Schedule 2.11**, no royalties or fees are payable by the Company to anyone for use of the Intellectual Property. All Contracts pursuant to which the Company has any license or right to use any Intellectual Property are in full force and effect and there are no existing Defaults, and the execution of this Agreement will not cause a Default under any such Contract.

**Real Property.**

(a) The Company does not own any real property.

(b) **Schedule 2.12(b)** contains a true and correct list of each parcel of Leased Real Property. Copies of all Real Property Leases have been provided to Purchaser. The Company is the lessee under each of the Real Property Leases. Each Real Property Lease is in full force and effect and there is no existing Default by the Company or, to the Knowledge of the Company or any Shareholder, any other party to such Real Property Leases. Except for Permitted Encumbrances or as described in **Schedule 2.12(b)**, the Company's interest in the Real Property Leases is free and clear of any Liens, and is not subject to any deeds of trust, assignments, subleases, or rights of any Third Parties known to or created or permitted by the Company other than the lessor thereof or any mortgagees of such lessors. The consummation of the transactions provided for herein will not create or constitute a Default under any Real Property Leases or any Permitted Encumbrance relating to such Real Property Leases.



**IN WITNESS WHEREOF**, each Party hereto has caused this Agreement to be executed under seal on its behalf by its duly authorized officers, all as of the day and year first above written.


**PURCHASER:**

**CONSOLIDATED CONTAINER  
COMPANY LP**

By:   
Name: Steve Macadam  
Title: President & Chief Executive Officer

**ACQUISITION CO.:**

**STC ACQUISITION CO.**

By:   
Name: Steve Macadam  
Title: President & Chief Executive Officer

**COMPANY:**

**STC PLASTICS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SHAREHOLDERS:**

\_\_\_\_\_  
Name: Larry Keller

\_\_\_\_\_  
Name: Scott Keller

\_\_\_\_\_  
Name: Lori Quattrone

\_\_\_\_\_  
Name: Martha Torres

**IN WITNESS WHEREOF**, each Party hereto has caused this Agreement to be executed under seal on its behalf by its duly authorized officers, all as of the day and year first above written.

**PURCHASER:**

**CONSOLIDATED CONTAINER  
COMPANY LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACQUISITION CO.:**

**STC ACQUISITION CO.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPANY:**

**STC PLASTICS, INC.**

By: Scott Keller  
Name: Scott Keller  
Title: President

**SHAREHOLDERS:**

Larry Keller  
Name: Larry Keller

Scott Keller  
Name: Scott Keller

Lori Quattrone  
Name: Lori Quattrone

Martha Torres  
Name: Martha Torres

**Schedule 2.11 – Intellectual Property.**

- Trademarks and Trade names

Registered

- New Wave Water Systems and Design – 1,674,950
- Party Pak – 1,920,759

Unregistered

- STC Plastics, Inc.
  - STC Plastics
  - STC – Registration application will be filed.
  - New Wave Water Bottles
  - Hydro Pump
- The rights to trademarks and trade names used by GKG Corporation were acquired in January of 1998.
  - Web address is: [www.stcplastics.com](http://www.stcplastics.com)