

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Master Craft Packaging Corporation		01/25/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GSD Packaging, LLC		
Street Address:	504 Thrasher Street		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30071		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76501367	MULTILOCK	
Registration Number:	2101452	MASTERPAK	
CORRESPONDENCE DATA			
Fax Number:	(404)250-1708		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404 257 1708		
Email:	joan@joandillonlaw.com		
Correspondent Name:	Joan L. Dillon		
Address Line 1:	3530 Ashford Dunwoody Road,		
Address Line 2:	PMB 235		
Address Line 4:	Atlanta,, GEORGIA 30319		
ATTORNEY DOCKET NUMBER:	ROCK-TENN MASTERCRAFT		
NAME OF SUBMITTER:	Joan L. Dillon		
Signature:	/Joan L. Dillon/		

OP \$65.00 76501367

Date:

04/17/2006

Total Attachments: 2

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ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (the "Agreement"), executed and delivered as of the 25th day of January, 2006, by MASTER CRAFT PACKAGING CORPORATION, a California corporation ("Grantor") to and in favor of GSD PACKAGING, LLC, a Delaware limited liability company ("Grantee").

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the terms and provisions of that certain agreement of even date to which Grantor and Grantee are parties providing for the purchase and sale of certain assets of Grantor's related to its Manufacturing Division ("Asset Purchase Agreement"), does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER AND DELIVER unto GRANTEE, its successors and assigns, those specific assets set forth in Section 1.1(a) of the Asset Purchase Agreement, as such items are expressly defined therein.

TO HAVE AND TO HOLD, said personal property and all right, title and interest therein, unto Grantee, its successor and assigns forever.

Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the right and title to the above described personal property against the claims and demands of all persons whomsoever; provided, however, that this Agreement shall not be construed to create any warranties, representations, covenants or other obligations whatsoever, over and above, or in addition to, those expressly made by Grantor and Principal pursuant to the Asset Purchase Agreement, and which are more specifically set forth therein, or superseding or releasing any of the rights, duties or obligations of any of the parties to the Asset Purchase Agreement.

IN WITNESS WHEREOF, Grantor, acting by and through its duly authorized corporate official, has caused these presents to be executed on the date first set forth above.

MASTER CRAFT PACKAGING CORPORATION

By: Steve Rosen

Name: Steve Rosen

Title: President

Schedule 1.1(a)(ii)
Intellectual Property

Patents:

Patent Name	Issue Date	Patent No.	Inventor	Assignee
1. Reclosable Food Container	1/5/1999	5,855,315	Hank Roseth	MasterCraft
2. Reclosable Food Container	1/13/2004	6,676,010B1	Roseth & Pfeiffer	MasterCraft

Patents Pending:

Patent Name	File Date	Serial Date	Status	Inventor
1. Reclosable Food Container	3/19/2003	10/392,525	Pending(Utility)	Roseth
2. Reclosable Food Container	1/9/2004	10/754,289	Pending(Utility)	Roseth

Trademarks:

Trademark Name	Serial No.	File Date	Reg. No.	Reg. Date	Registrant
1. Masterpak	75,175,623	10/2/1996	2101452	9/13/2003	MasterCraft
2. Multilock	76,501,367	3/21/2003	not available	not available	MasterCraft