

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sharp Packaging Systems, LLC	FORMERLY SPS Acquisition, LLC	04/28/2006	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	M&I Marshall & Ilsley Bank
Street Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	banking corporation: WISCONSIN

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76649651	PERMA-MAILER
Serial Number:	76649652	MAX PLUS
Registration Number:	1489284	E-Z BAGS
Registration Number:	2578277	XTREME POLY
Registration Number:	2735946	SHARP PACKAGING SYSTEMS, INC.
Registration Number:	2799948	SX
Registration Number:	2956700	T7
Registration Number:	3059863	CONCIERGE PLATINUM

CORRESPONDENCE DATA

Fax Number: (414)978-8675
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 414 277 5675
 Email: msl@quarles.com
 Correspondent Name: Marta S. Levine

CH \$215.00 76649651

Address Line 1: Quarles & Brady LLP
Address Line 2: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	05/17/2006

Total Attachments: 6
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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of April 28, 2006, by and from **SPS ACQUISITION, LLC**, to be known as **SHARP PACKAGING SYSTEMS, LLC** after the Closing Date (the "Assignor"), a Wisconsin limited liability company, whose principal address is W227 N6276 Sussex Road, Sussex, Wisconsin 53089, to and in favor of **M&I MARSHALL & ILSLEY BANK** (the "Assignee"), a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

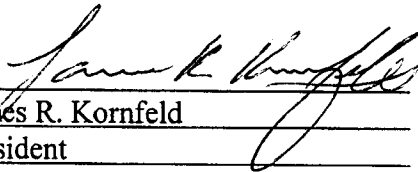
- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.
 - (b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Patents,

Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

- (c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

**SPS ACQUISITION, LLC (to be known as
SHARP PACKAGING SYSTEMS, LLC)**

By: 
Name: James R. Kornfeld
Title: President

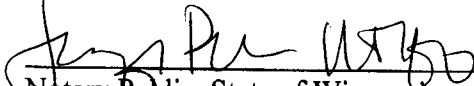
Signature Page to Confirmatory Assignment of Security Interest
in United States Patents and Trademarks

**TRADEMARK
REEL: 003311 FRAME: 0150**

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

James R. Kornfeld, known to me to be the President of **SPS ACQUISITION, LLC** (to be known as **SHARP PACKAGING SYSTEMS, LLC**) personally came before me this 19th day of April, 2006, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on behalf of **SPS ACQUISITION, LLC** (to be known as **SHARP PACKAGING SYSTEMS, LLC**) and pursuant authority duly received.

(SEAL)



Notary Public, State of Wisconsin
My Commission is permanent

Notary Page to Confirmatory Assignment of Security Interest
in United States Patents and Trademarks

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CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

U.S. PATENTS

<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
Continuous strip bag feeder and loader with pivotable integrated printer assembly	6,688,346	02/10/2004
Continuous strip bag feeder and loader with pivotable integrated printer assembly	6,789,963	09/14/2004
Continuous strip bag feeder and loader with pivotable integrated printer assembly	6,857,455	02/22/2005

U.S. TRADEMARKS

<u>Trademark</u>	<u>Registration (Application) No.</u>	<u>Issue (Filing) Date</u>
PERMA-MAILER	(76/649,651)	(11/02/2005)
MAX PLUS and Design	(76/649,652)	(11/02/2005)
E-Z BAGS	1,489,284	05/24/1988
XTREME POLY	2,578,277	06/11/2002
SHARP PACKAGING SYSTEMS, INC. and Design	2,735,946	07/15/2003
SX	2,799,948	12/30/2003
T7	2,956,700	05/31/2005
CONCIERGE PLATINUM	3,059,863	02/21/2006

U.S. COPYRIGHTS

<u>Title of Work</u>	<u>Registration No.</u>	<u>Issue Date</u>
The Sharp E-Z Feed conveyor operator's manual	TX 5420145	07/23/2001
The Sharp BPS-2 Max operator's manual	TX 5420146	07/23/2001
The Sharp E-Z Bagger: operator's manual	TX 5603745	06/12/2001
The Sharp BPS-2: operator's manual	TX 5603746	06/12/2001
The Sharp Plus printing system: operator's manual	TX 5603747	06/12/2001
The Sharp Sidekick: operator's manual	TX 5603748	06/12/2001
The Sharp BPS-2: service and maintenance manual	TX 5603749	06/12/2001