

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		08/04/2006	CORPORATION:
BAL Global Finance, LLC		08/04/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	VPI Acquisition Corp.		
Street Address:	842 S. Shady Avenue		
City:	Corry		
State/Country:	PENNSYLVANIA		
Postal Code:	16407		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78797996	VI-LOK	
CORRESPONDENCE DATA			
Fax Number:	(412)209-1855		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4122974843		
Email:	LPaine@CohenLaw.com		
Correspondent Name:	Cohen & Grigsby, P.C.		
Address Line 1:	11 Stanwix Street		
Address Line 2:	15th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222-1319		
ATTORNEY DOCKET NUMBER:	13336.0001		
NAME OF SUBMITTER:	Linda L. Paine		
Signature:	/Linda L. Paine/		

CH \$40.00 78797996

Date:

08/04/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Assignment is made as of the 4th day of August 2006, between HELLER FINANCIAL, INC., a Delaware corporation, ("Heller"), as agent for the Lenders (as defined in the APA), BAL GLOBAL FINANCE, LLC, as a Lender ("BAL" and, together with Heller, "Assignor") and VPI ACQUISITION CORP., a Pennsylvania corporation ("Assignee").

WHEREAS, Assignor, Assignee and Viking Plastics, Inc. ("Viking") have entered into an Asset Purchase Agreement dated July 20, 2006 (the "APA") pursuant to which Assignor is selling substantially all of the assets of Viking to Assignee pursuant to Section 9-610 of the Uniform Commercial Code as in effect in Illinois (810 Ill. Comp. Stat. 5/9-610); and

WHEREAS, the APA provided for an assignment of certain trademarks of Viking that Viking previously assigned for collateral purposes only to Assignor;

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, title, and interest in and to the following trademark application and its Federal Registration (collectively, the "Mark") and Assignee hereby accepts such assignment of the Mark:

A. **VI-LOK** (Ser. No. 78797996)
(Record Owner-Viking Plastics, Inc.)

together with all of the good will of the business connected with the use of and symbolized by the Mark and together with all claims that could have been asserted by the Assignor for damages by reason of past infringement by third parties of the Mark prior to the execution of this Assignment with the same right to sue for and collect the same for Assignee's own use and benefit and for the use and benefit of its successors, assigns, or legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

HELLER FINANCIAL, INC.

By: [Signature]
Name: Kyle S. Middleton
Title: Authorized Signatory

BAL GLOBAL FINANCE, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

State of Illinois)
) ss
COUNTY OF Cook)

On this the 2nd day of August, 2006, before me, a Notary Public, personally appeared Kyle Middleton, who acknowledged himself to be the Signatory of HELLER FINANCIAL, INC., and that he as such officer, being authorized to do so, executed the foregoing Trademark Assignment for the purposes therein contained by signing the name of HELLER FINANCIAL, INC., by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

Nancy Sneed
Notary Public

My commission expires: 12/19/2009



TRADEMARK ASSIGNMENT

This Assignment is made as of the 4th day of August 2006, between HELLER FINANCIAL, INC., a Delaware corporation, ("Heller"), as agent for the Lenders (as defined in the APA), BAL GLOBAL FINANCE, LLC, as a Lender ("BAL" and, together with Heller, "Assignor") and VPI ACQUISITION CORP., a Pennsylvania corporation ("Assignee").

WHEREAS, Assignor, Assignee and Viking Plastics, Inc. ("Viking") have entered into an Asset Purchase Agreement dated July 20, 2006 (the "APA") pursuant to which Assignor is selling substantially all of the assets of Viking to Assignee pursuant to Section 9-610 of the Uniform Commercial Code as in effect in Illinois (81 O Ill. Comp. Stat. 5/9-610); and

WHEREAS, the APA provided for an assignment of certain trademarks of Viking that Viking previously assigned for collateral purposes only to Assignor;

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of its rights, title, and interest in and to the following trademark application and its Federal Registration (collectively, the "Mark") and Assignee hereby accepts such assignment of the Mark:

A. **VI-LOK** (Ser. No. 78797996)
(Record Owner-Viking Plastics, Inc.)

together with all of the good will of the business connected with the use of and symbolized by the Mark and together with all claims that could have been asserted by the Assignor for damages by reason of past infringement by third parties of the Mark prior to the execution of this Assignment with the same right to sue for and collect the same for Assignee's own use and benefit and for the use and benefit of its successors, assigns, or legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

HELLER FINANCIAL, INC.

By: _____
Name: _____
Title: _____

BAL GLOBAL FINANCE, LLC

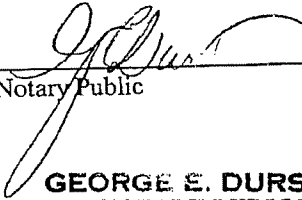
By: [Signature]
Name: Kevin O'Keefe
Title: Vice President

ACKNOWLEDGEMENT

State of Connecticut)
COUNTY OF Hartford) ss Hartford

On this the 2 day of August, 2006, before me, a Notary Public, personally appeared Kevin C. Leeb, who acknowledged himself to be the VP of BAL GLOBAL FINANCE, LLC, and that he as such officer, being authorized to do so, executed the foregoing Trademark Assignment for the purposes therein contained by signing the name of BAL GLOBAL FINANCE, LLC, by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.



Notary Public

My commission expires:

GEORGE E. DURSTIN
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2008