

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
Chicago Price Tag Manufacturing Co., Inc.		03/27/2003	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Plastag Holdings, LLC		
Street Address:	1800 Greenleaf Avenue		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2763289	TUFFCARD	
CORRESPONDENCE DATA			
Fax Number:	(404)527-3649		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4045274649		
Email:	progers@mckennalong.com		
Correspondent Name:	Patricia J. Rogers		
Address Line 1:	303 Peachtree St.		
Address Line 2:	Suite 5300		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	27349.0001		
NAME OF SUBMITTER:	Patricia J. Rogers		
Signature:	/patricia j. rogers/		

CH \$40.00 2763289

Date:

09/11/2006

Total Attachments: 4

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**BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made, entered into, and effective this 27th day of March 2003, by and among **CHICAGO PRICE TAG MANUFACTURING CO., INC.**, an Illinois corporation (the "Company"), **NORWOOD OPERATING COMPANY**, a Delaware corporation (the "Shareholder") and **PLASTAG HOLDINGS, LLC**, a Delaware limited liability company (the "Buyer"). Capitalized terms used herein, but not defined herein, shall have the meanings given to them in that certain Asset Purchase Agreement of even date herewith among the Company, Shareholder and Buyer (the "Asset Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement, the Company has agreed to sell to the Buyer substantially all of the assets used in connection with the Company's Business; and

WHEREAS, in connection therewith, the Buyer has agreed to assume certain liabilities and obligations of the Company; and

WHEREAS, now that the terms and conditions precedent to the transactions contemplated by the Asset Purchase Agreement have been satisfied, the parties wish formally to acknowledge such sale, assignment and assumption.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Transfer of Assets.** The Seller does hereby sell, transfer, assign, bargain, convey, deliver, abandon and set over unto the Buyer and its successors and assigns all of the Seller's right, title and interest in and to the Assets, less and except the Excluded Assets, to have and to hold the Assets unto the Buyer, its successors, successors-in-title, and assigns to its only proper use, benefit, and behoof forever.

2. **Assumption of Assumed Liabilities.** The Buyer hereby agrees to assume, pay and discharge the Assumed Liabilities, as further set forth and defined in Section 1.03 of the Asset Purchase Agreement.

3. **Further Assurances.** Each party shall, from time to time and at all times hereafter, upon the request of the other parties hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of the Asset Purchase Agreement and this Agreement.

4. **Counterparts and Facsimile.** This Agreement may be executed in multiple counterparts, each of which shall for all purposes be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile.

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5. **Entire Agreement.** This Agreement and the Asset Purchase Agreement (including the other Schedules and Exhibits to the Asset Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement. To the extent this Agreement is inconsistent with any terms or conditions in the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

6. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas without giving effect to the principles of conflicts of law thereof.

(Signatures appear on following page)

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Bill of Sale and Assignment and Assumption Agreement as of the date first above written.

BUYER:

PLASTAG HOLDINGS, LLC

By: Valor Equity Partners, L.P.
Its: Manager

By: Valor Equity Management, LLC
Its: General Partner

By: Valor Management Corp.
Its: Manager

By: 
Antonio Gracias
President

SHAREHOLDER:

NORWOOD OPERATING COMPANY

By: _____
Name: _____
Title: _____

"SELLER":

CHICAGO PRICE TAG MANUFACTURING CO., INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Bill of Sale and Assignment and Assumption Agreement as of the date first above written.

BUYER:

PLASTAG HOLDINGS, LLC

By: Valor Equity Partners, L.P.
Its: Manager

By: Valor Equity Management, LLC
Its: General Partner

By: Valor Management Corp.
Its: Manager

By: _____
Antonio Gracias
President

SHAREHOLDER:

NORWOOD OPERATING COMPANY

By: _____
Name: Mike Derrick
Title: VP - Treasurer

"SELLER":

CHICAGO PRICE TAG MANUFACTURING Co., INC.

By: _____
Name: Mike DERRICK
Title: VP - Treasurer