# 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
Smith Container Corporation		07/31/2006	CORPORATION: GEORGIA

### **RECEIVING PARTY DATA**

Name:	Kranson Industries, Inc.
Street Address:	10330 Old Olive Street Road
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	CORPORATION: MISSOURI

### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2789904	QUEST
Registration Number:	2789906	THE SWAN
Registration Number:	2193356	TRP TOTAL RIGID PACKAGE
Registration Number:	2193350	TRP TOTAL RIGID PACKAGE
Registration Number:	1686943	WE PUT EVERYTHING INTO PACKAGING
Registration Number:	1185734	PROGRESSIVE PACKAGER

#### **CORRESPONDENCE DATA**

900057752

Fax Number: (312)577-4782

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312.577.8525

Email: terese.scholl@kattenlaw.com

Terese M. Scholl Correspondent Name:

525 WEST MONROE STREET Address Line 1: Chicago, ILLINOIS 60661 Address Line 4:

NAME OF SUBMITTER: Terese Scholl

TRADEMARK

**REEL: 003388 FRAME: 0412** 

Signature:	/Terese Scholl/	
Date:	09/12/2006	
Total Attachments: 3 source=IP Assignment Smith Kranson#page1.tif source=IP Assignment Smith Kranson#page2.tif source=IP Assignment Smith Kranson#page3.tif		

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "<u>Assignment</u>") is entered into as of July 31, 2006 by Smith Container Corporation, a Georgia corporation (the "<u>Assignor</u>") in favor of Kranson Industries, Inc., a Missouri corporation (the "<u>Assignee</u>").

WHEREAS, Assignor holds all right, title and interest in the trademarks listed on Schedule A hereof, which trademarks are issued or applied for in the United States Patent and Trademark Office (the "Trademarks") and the copyrights and copyright applications listed on Schedule A hereof, which copyrights are issued or applied for in the United States Copyright Office (the "Copyrights"; the Copyrights, together with the Trademarks are hereinafter referred to collectively as the "Intellectual Property"); and

WHEREAS, Assignor desires to convey, sell, assign, transfer and set over unto Assignee all of its right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee forever all of Assignor's worldwide right, title and interest in and to the Trademarks, including, without limitation, the good will symbolized by the Trademarks, and all other rights which Assignor has enjoyed thereunder, including any and all rights of recovery based on past infringement of said Trademarks and/or registrations (e.g. pre-assignment infringement claims and damages), the same to be held and enjoyed by the Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment and sale not been made. Assignor hereby further conveys, sells, assigns, transfers and sets over unto the Assignee forever all of Assignor's worldwide right, title and interest in and to the Copyrights, including, without limitation (i) all rights, interests, claims and demands, recoverable at law or in equity, that Assignor has or may have in royalties, proceeds, profits and damages, all rights to apply for copyright or other protection for existing copyrights, renewals and extensions, (iii) all rights to print, to publish, to reproduce, to prepare derivative works, to distribute copies of the Copyrights by license or sale, rental, lease, lending or other transfer of ownership, to publicly perform and to publicly display the Copyrights in all countries of the world, including, without limitation, the United States and all of its territories and possessions, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Intellectual Property (including the corresponding rights set forth the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July  $31^{\rm st}$ , 2006

SMITH CONTAINER CORPORATION,

a Georgia corporation

By:

Name: Keith Strope Title: President

**Intellectual Property Assignment** 

# Schedule A

U.S. Trademark Registrations			
Owner	Title	Registration Number	Filing Date
Smith Container Corporation	QUEST	2789904	October 8, 2002
Smith Container Corporation	THE SWAN	2789906	October 8, 2002
Smith Container Corporation	TRP TOTAL RIGID PACKAGE AND DESIGN	2193356 .	April 28, 1997
Smith Container Corporation	TRP TOTAL RIGID PACKAGE AND DESIGN	2193350	April 28, 1997
Smith Container Corporation	WE PUT EVERYTHING INTO PACKAGING	1686943	July 3, 1991
Smith Container Corporation	PROGRESSIVE PACKAGER	1185734	January 12, 1982

# U.S. Copyright Registrations

Smith Container	WE PUT EVERYTHING	VA630846	February 25, 1994
Corporation	INTO PACKAGING		
	(VIDEO)		

Intellectual Property Assignment