

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
King Packaging Co., Inc.		01/01/2002	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Tyco Plastics LP		
Street Address:	1401 West 94th Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55431		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1052150	DIET KIT	
CORRESPONDENCE DATA			
Fax Number:	(732)935-7122		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7329357100		
Email:	alafeir@moseriplaw.com		
Correspondent Name:	John P. Maldjian		
Address Line 1:	1040 Broad Street		
Address Line 2:	Second Floor		
Address Line 4:	Shrewsbury, NEW JERSEY 07702		
ATTORNEY DOCKET NUMBER:	CSP065		
NAME OF SUBMITTER:	Ann M. LaFeir		
Signature:	/Ann M. LaFeir/		
Date:	11/22/2006		

CH \$40.00 1052150

Total Attachments: 5

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

KING PACKAGING, INC.

- Individual(s)
- General Partnership
- Corporation-Georgia
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 01/01/2002

2. Name and address of receiving party(ies)

Name: TYCO PLASTICS LP

Internal

Address: _____

Street Address: 1401 West 94th Street

City: Minneapolis State: MN Zip: 55431

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1052150

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Moser IP Law Group

Internal Address: _____

Street Address: 1040 Broad Street

2nd Floor

City: Shrewsbury State: NJ Zip: 07702

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-3562

DO NOT USE THIS SPACE

9. Signature.

Ann M. LaFeir, Reg. No. 57,868

Name of Person Signing

Ann M. LaFeir
Signature

11/21/04
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D. C. 20231

KING PACKAGING CONTRIBUTION AGREEMENT

THIS KING PACKAGING CONTRIBUTION AGREEMENT (this "Agreement") is entered into by and between King Packaging Co., Inc., a Georgia corporation ("Contributor"), and Tyco Plastics LP, a Delaware limited partnership (the "Partnership") as of January 1, 2002.

RECITALS

[REDACTED]

2. Prior to the date of such acquisition, Contributor conducted a business involving the manufacture, sale and distribution of prepackaged plastic utensils (the "Business").

3. Effective as of January 1, 2002 (the "Contribution Date"), Contributor is contributing the Business (except the "Excluded Assets," as defined in Section 2.2 of this Agreement) as a capital contribution to the Partnership in exchange [REDACTED] interest, and the Agreement of Limited Partnership of the Partnership, dated as of January 4, 1999 (the "Partnership Agreement"), shall be amended effective as of the Contribution Date to appropriately reflect Contributor's interest therein.

In consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Redacted

Redacted

ARTICLE 2

CONTRIBUTION OF ASSETS BY CONTRIBUTOR TO THE PARTNERSHIP

2.1 Contribution of the Assets.

(a) Subject to the terms and conditions of this Agreement, and subject to the consent of any party on which the transfer of such item of property is conditioned, Contributor hereby assigns, transfers, and delivers to the Partnership, free and clear of all title defects, objections, liens, pledges, claims, rights of first refusal, options, charges, security interests, mortgages, or other encumbrances of any nature whatsoever (collectively, "Encumbrances") other than "Permitted Encumbrances" (as defined in Section 2.1(b) of this Agreement), all of the assets, properties, and business (excepting only the "Excluded Assets," as defined in Section 2.2 of this Agreement) of every kind and description; wherever located; real, personal, or mixed; tangible or intangible; owned or held; or used primarily in the conduct of the Business by Contributor as the same shall exist on the Contribution Date (collectively, the "Assets"), and including, without limitation, all right, title, and interest of Contributor in, to, and under:

(i) ~~_____~~
~~_____~~
~~_____~~
~~_____~~

(ii) ~~_____~~
~~_____~~
~~_____~~

(iii) ~~_____~~
~~_____~~
~~_____~~

(iv) All of Contributor's patents, copyrights, trademarks, trade names, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, computer software programs and other intangible and any applications for the same, used primarily in the Business, or owned by the Business and

registered or pending in the United States of America or in foreign jurisdictions, and all goodwill associated with such intangible property (collectively, the "Intangible Property");


Redacted

Redacted

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement effective as of the Contribution Date.

KING PACKAGING CO., INC.


By: _____


Scott Stevenson
Vice President and Asst. Treasurer

TYCO PLASTICS LP

By: Sunbelt Holding, Inc. I
Its: General Partner

By: _____


Scott Stevenson
Vice President and Asst. Treasurer