

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

**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.

<p>1. Name of conveying party(ies): KING PACKAGING, INC. 407 Sangamore Road Bremen, Georgia 30110</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Georgia <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: TYCO PLASTICS LP Internal Address: _____ Address: _____</p> <p>Street Address: 1401 West 94th Street</p> <p>City: Minneapolis State: MN Zip: 55431</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: 01/01/2002</p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____ _____</p>	<p>B. Trademark Registration No.(s) 2578606 _____</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Moser IP Law Group Internal Address: _____ _____</p> <p>Street Address: 1040 Broad Street 2nd Floor</p> <p>City: Shrewsbury State: NJ Zip: 07702</p>	<p>6. Total number of applications and registrations involved: ..... <input type="text" value="1"/></p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 50-3562</p>
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DO NOT USE THIS SPACE

9. Signature.

Ann M. LaFeir, Reg. No. 57,868  
Name of Person Signing

*Ann M. LaFeir*  
Signature

Feb. 7, 2007  
Date

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

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

CSP090 49875-1

TRADEMARK

CH \$40.00 503562 2578606

**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 for [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 I**

**DEFINITIONS**

Redacted

TRADEMARK

# 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





**SCHEDULE 4  
Disclosure Schedule**

**PART 4.14: Intellectual Property**

1. All registered trademarks, copyrights, patents or patent applications owned by the Company; any third party-owned trademark used by the Company that will not expire upon Closing and any intellectual property the Company has granted a third party right, title or interest:

(a) trademark or service mark registrations or pending registrations:

**Registered Trademarks:**

**DIET KIT Crystal Clean - Reg # 1,052,150, 11/02/76**

Goods and Services: IC 030, US 046. G & S: MEAL KITS COMPOSED OF ONE OR MORE DISPOSABLE PACKETS CONTAINING INDIVIDUAL SERVINGS OF FOODS, SPICES, FLAVORING MATERIALS-NAMELY, SALT, PEPPER, SUGAR, SALT SUBSTITUTE AND SUGAR SUBSTITUTE AND EATING UTENSILS-NAMELY, SPOONS, FORKS, KNIVES, NAPKINS, TOOTHPICKS AND STRAWS. FIRST USE: 19640731. FIRST USE IN COMMERCE: 19640731

**CRYSTAL CLEAN Reg. # 948,567, 12/12/72**

Goods and Services: IC 016, US 037. G & S: DISPOSABLE MOIST CLEANSING TOWELETTES. FIRST USE: 19690800. FIRST USE IN COMMERCE: 19700508

**Application for Mark Registration**

**KING PACKAGING & DESIGN**

Int'l Class: 20; Eating utensils, namely knives, forks and spoons, made of plastic

Int'l Class 29: Non-dairy coffee creamer

Int'l Class: 30; Sugar, salt and pepper.

Attorney Docket No.: 016962-0002.

Locke Liddell & Sapp  
3400 Chase Tower  
600 Travis Street  
Houston, Texas 77002-3095

Attention: Patricia Paquet, Legal Assistant

(b) Copyrights: None

(c) Patents or pending patent applications: None

2. Third party-owned trademark used by the Company that will not expire upon Closing: None.

Trademark interest has been transferred to Company: Ragus Holdings, Inc. is the agency that applied for the trademark referenced in 1 (b) above and Ragus Holdings, Inc. has assigned its interest to Company.

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**TRADEMARK**