

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
International Paper Company		01/31/2007	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Evergreen Packaging Inc.
Street Address:	6410 Poplar Avenue
Internal Address:	Suite 510
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38119
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1555729	BARRIER PAK
Registration Number:	1815846	ECO-PAK
Registration Number:	1717981	SPOUT-PAK
Registration Number:	3060969	TRU-TASTE MAXX
Registration Number:	1929399	ELL
Registration Number:	1939346	ELL EXTENDED LONG LIFE
Registration Number:	1466316	ESL
Registration Number:	1927460	ESL
Registration Number:	1927456	ESL EXTENDED SHELF LIFE
Registration Number:	1880374	EVERGREEN
Registration Number:	2028125	EXTENDED LONG LIFE
Registration Number:	2016736	EXTENDED SHELF LIFE
Registration Number:	1462791	EXTENDED SHELF LIFE

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Serial Number:	78565376	SAFE TWIST
Serial Number:	78633695	TRU-TASTE
Serial Number:	78915215	TRUSPEC

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2129096000
Email: trademarks@debevoise.com
Correspondent Name: Dagmar Schwartz, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23091-1002
NAME OF SUBMITTER:	Dagmar Schwartz
Signature:	/Dagmar Schwartz/
Date:	02/13/2007

Total Attachments: 10
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U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made this 31st day of January, 2007, by and between International Paper Company, a corporation organized under the laws of the State of New York, with a principal place of business at 6400 Poplar Avenue, Memphis, Tennessee 38197 (“**Assignor**”) and Evergreen Packaging Inc., a Delaware corporation organized under the laws of the State of Delaware (“**Assignee**”).

W I T N E S S E T H :

WHEREAS, Assignor, Assignee and Carter Holt Harvey Limited are parties to that certain Purchase Agreement, dated as of December 14, 2006 (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor’s right, title and interest in and to all of Assignor’s trademarks, service marks, trade dress, logos, trade names, and corporate names set forth on Schedule A attached hereto, including all goodwill associated therewith (collectively, the “**Transferred Trademarks**”), and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for recordation of the assignment with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. For purposes of this Trademark Assignment, capitalized terms shall have the meaning set forth in the body of this Trademark Assignment or the Purchase Agreement.
2. Assignment. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of the right, title and interest of Assignor in and to the Transferred Trademarks, the registrations and applications for registrations thereof, and the goodwill of the Business connected with the use and symbolized by the Transferred Trademarks, including without limitation all rights, interests, claims and damages recoverable in law or equity that Assignor has or may have arising out of or related to any infringements, dilutions, or misappropriations of any of the Transferred Trademarks (including without limitation the right to compromise, sue for and collect such profits and damages) in accordance with the terms of the Purchase Agreement; all of the foregoing to be held by Assignee in accordance with the terms of the Purchase Agreement.
3. Further Assurances. Assignor agrees that Assignor shall, and shall cause its affiliates to, execute and deliver such further reasonable and necessary documents and take

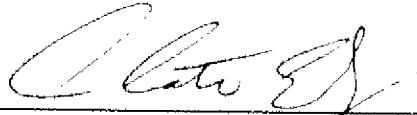
such other reasonable and necessary actions, at Assignee's cost, as Assignee may reasonably request to effectuate this Trademark Assignment.

4. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or persons (including, without limitation, any employee or collective bargaining representatives thereof) any rights, benefits or remedies of any nature whatsoever under or by reason of this Trademark Assignment.
5. Binding Effect. This Trademark Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors (whether by operation of law or otherwise) and assigns.
6. Conflicts. In the event of a conflict between this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.
7. Governing Law. This Trademark Assignment, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.
8. Counterparts. This Trademark Assignment may be executed and delivered (including by facsimile transmission) simultaneously in counterparts, each of which when executed will be deemed an original but all of which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

INTERNATIONAL PAPER COMPANY

By: 
Name: C. Cato Ealy
Title: Senior Vice President

Agreed and Acknowledged:

EVERGREEN PACKAGING INC.

By: _____
Name: Helen Golding
Title: Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

INTERNATIONAL PAPER COMPANY

By: _____

Name: C. Cato Ealy

Title: Senior Vice President

Agreed and Acknowledged:

EVERGREEN PACKAGING INC.

By: _____

Name: Helen Golding

Title: Assistant Secretary

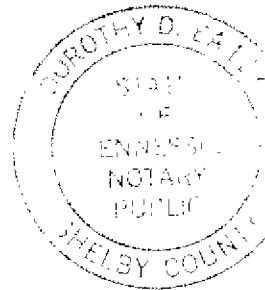
STATE OF TENNESSEE)
 : ss.:
COUNTY OF SHELBY)

On this 26th day of January, 2007, before me personally appeared C. Cato Ealy, known to me, who being duly sworn, did depose and say that the foregoing Trademark Assignment was made for purposes and considerations so stated, and that he was authorized to act on behalf of International Paper Company in entering into such Trademark Assignment.

Dorothy D. Bailey
Notary Public: *D*

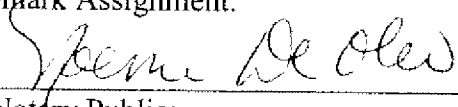
My commission expires:

My Commission Expires June 24, 2008



STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 31st day of January, 2007, before me personally appeared Helen Golding, known to me, who being duly sworn, did depose and say that the foregoing Trademark Assignment was made for purposes and considerations so stated, and that she was authorized to act on behalf of Evergreen Packaging Inc. in entering into such Trademark Assignment.



Notary Public:

My commission expires:

NOEMI DEOLEO
Notary Public, State of New York
No. 01DE6153644
Qualified in New York County
Commission Expires Oct. 10, 2010

SCHEDULE A

TRANSFERRED TRADEMARKS

Beverage Packaging Trademarks

TRADEMARK	COUNTRY	APPL. NO.	REG. NO.	CLASS	GOODS	STATUS	NEXT ACTION DUE	NEXT RENEWAL
BARRIER PAK & DESIGN	United States	73/749684	1555729	16	PAPERBOARD CARTONS AND BLANKS THEREFOR	Registered	n/a	12-Sep-2009
ECO-PAK	United States	74/293108	1815846	16	PAPERBOARD BEVERAGE CONTAINERS, NAMELY, MILK CONTAINERS	Registered	n/a	11-Jan-2014
SAFE TWIST	United States	78/565376	n/a	20	dispensing and closable pour spout filiments made of plastic for beverage containers	Abandoned	n/a	n/a
SPOUT-PAK & DESIGN	United States	74/124232	1717981	16	PAPERBOARD CONTAINERS, WITH A SPOUT, FOR USE WITH LIQUIDS	Registered	n/a	22-Sep-2012
TRU-TASTE	United States	78/633695	n/a	16	GABLE TOP PAPERBOARD CARTONS AND ASEPTIC PAPERBOARD PACKAGING FOR BEVERAGE PRODUCTS	Allowed	Statement of Use filed 04-Jan-2007	n/a

TRADEMARK	COUNTRY	APPL. NO.	REG. NO.	CLASS	GOODS	STATUS	NEXT ACTION DUE	NEXT RENEWAL
TRU-TASTE MAXX	United States	78/318969	3060969	16	GABLE TOP CARDBOARD CARTONS AND ASEPTIC CARDBOARD CARTONS FOR JUICE AND MILK	Registered	n/a	21-Feb-2016
TRUSPEC	United States	78/915215	n/a	16	paper for printing, publication, reproduction, copying, faxing, writing and drawing; paper and paperboard, linerboard, cardboard, comugated cardboard, containerboard and packaging materials and products made therefrom, namely, boxes, containers, blanks and cartons	Pending	n/a	n/a

Evergreen Trademarks

TRADEMARK	COUNTRY	APPL. NO.	REG. NO.	CLASS	GOODS	STATUS	NEXT ACTION DUE	NEXT RENEWAL
ELL	United States	74/532227	1929399	7	FOOD PACKAGING MACHINERY AND PARTS THEREOF	Registered	n/a	24-Oct-2015
ELL EXTENDED LONG LIFE	United States	74/532164	1939346	7	FOOD PACKAGING MACHINERY AND PARTS THEREFOR	Registered	n/a	5-Dec-2015
ESL	United States	73/628374	1466316	16	PAPERBOARD CARTONS AND BLANKS THEREFOR	Registered	n/a	24-Nov-2007
ESL	United States	74/532245	1927460	7	FOOD PACKAGING MACHINES AND PARTS THEREOF	Registered	n/a	17-Oct-2015
ESL EXTENDED SHELF LIFE	United States	74/532126	1927456	7	FOOD PACKAGING MACHINES AND PARTS THEREOF	Registered	n/a	17-Oct-2015
EVERGREEN	United States	74/350710	1880374	7 AND 37	machines and parts therefor, for commercial packaging of flowable products in cartons, formed, filled and sealed on such machines	Registered	n/a	28-Feb-2015
EXTENDED LONG LIFE	United States	74/532163	2028125	7	FOOD PACKAGING MCHINES AND PARTS THEREOF	Registered	n/a	18-Dec-2016

TRADEMARK	COUNTRY	APPL. NO.	REG. NO.	CLASS	GOODS	STATUS	NEXT ACTION DUE	NEXT RENEWAL
EXTENDED SHELF LIFE	United States	74/532326	2016736	7	FOOD PACKAGING MACHINES AND PARTS THEREOF	Registered	n/a	19-Nov-2016
EXTENDED SHELF LIFE & DESIGN	United States	73/653006	1462791	16	PAPERBOARD CARTONS AND BLANKS THEREFOR	Registered	n/a	27-Oct-2007