

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
WNA Hopple Plastics, Inc.		10/24/2007	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Waddington North America, Inc.		
Street Address:	6 Stuart Road		
City:	Chelmsford		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2116122	FROM CONCEPT TO COMPLETION	
CORRESPONDENCE DATA			
Fax Number:	(603)886-4796		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	603-886-6100		
Email:	trademarks@vernmaine.com		
Correspondent Name:	Andrew P. Cernota		
Address Line 1:	Vern Maine and Associates, PO Box 3445		
Address Line 4:	Nashua, NEW HAMPSHIRE 03061-3445		
ATTORNEY DOCKET NUMBER:	WNA78-TM		
NAME OF SUBMITTER:	Andrew P. Cernota		
Signature:	/Andrew P. Cernota, Reg. No. 52,711/		
Date:	10/26/2007		

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REEL: 003647 FRAME: 0717

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Agreement is by and between WNA HOPPLE PLASTICS, INC., (Assignor) a Kentucky Corporation with a business address at 7430 Empire Drive Florence, KY 41042 and WADDINGTON NORTH AMERICA, INC., (Assignee) a Massachusetts Corporation with a business address at 6 Stuart Road Chelmsford, MA 01824.

WHEREAS, Assignor is the rightful owner of the marks and registrations ("Trademarks") having adopted and using the Trademarks in U.S. Commerce (and/or through its subsidiaries and/or affiliates); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademarks including the Trademark registrations together with the goodwill of the business;

THEREFORE, in compliance with the Trademark Act (Section 15 U.S.C. §1060), and for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign and transfer to Assignee all right, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks, including the goodwill associated and symbolized by the marks as well as the right to recover any damages and/or profits for past, present or future infringements.

2. Trademarks. The Trademarks include:

Mark(s): _____

Registration No(s): _____

FROM CONCEPT TO COMPLETION

2,116,122 _____


3. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

4. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

5. **Agreement to Perform Necessary Acts.** Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application or any trademark registration resulting therefrom.

IN WITNESS WHEREOF, I hereunto set my hand and seal on the date ascribed therewith.



Signature

David Gordon

Print Name

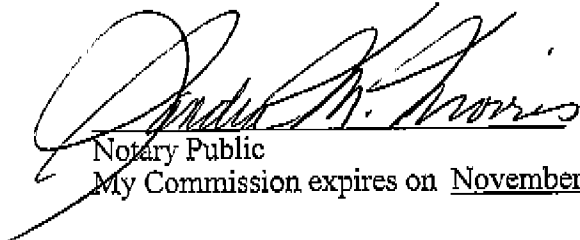
October 24, 2007

Date

State of Massachusetts)
County of Middlesex)

Before me this 24th day of October, 2007, personally appeared or provided sufficient forms of identification, _____, and acknowledged the foregoing instrument to be his or her free act and deed.




Notary Public
My Commission expires on November 5, 2010

