

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
Eastern Seaboard Packaging, Inc		05/07/2007	INC. ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	Nitram Distributors , LLC		
Doing Business As:	DBA Nitram Distributors LLC		
Street Address:	2781 Harbins Rd SE		
City:	Bethlehem		
State/Country:	GEORGIA		
Postal Code:	30620		
Entity Type:	LTD LIAB JT ST CO: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2878862	PAK 'N MOVE	
CORRESPONDENCE DATA			
Fax Number:	(770)277-7776		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	770 277 7776		
Email:	upete@yahoo.com		
Correspondent Name:	Pete Martinelli		
Address Line 1:	2781 Harbins Rd SE		
Address Line 4:	Bethlehem, GEORGIA 30620		
NAME OF SUBMITTER:	Pete Martinelli		
Signature:	/retep1/		
Date:	11/14/2007		

OP \$40.00 2878862

Total Attachments: 8

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 17, 2007, is made by Sovereign Bank (the "**Secured Party**").

WHEREAS, Eastern Seaboard Packaging, Inc. (the "**Grantor**") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses (the "**Trademarks**");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on May 20, 2005 at Reel 3121 and Frame 0031; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in the Trademark identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademark:

1. Grantor's Trademark referred to on Schedule A attached hereto;
2. All goodwill of the business connected with the use of, and symbolized by, the Trademark on Schedule A attached hereto; and
3. All products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark on Schedule A attached hereto or (ii) injury to the goodwill associated with any Trademark on Schedule A attached hereto.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Sovereign Bank

By: Bret Bokelkamp
Name: Bret Bokelkamp
Title: V-P

Schedule A

**Eastern Seaboard Packaging, Inc.
(North Carolina Corporation)**

TRADEMARK	REG. NUMBER	REGISTRATION DATE
PAK 'N MOVE	2,878,862	August 31, 2004

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") dated as of May 12, 2007, between EASTERN SEABOARD PACKAGING, INC. a North Carolina corporation ("**Seller**") and NITRAM DISTRIBUTORS, LLC, a Georgia limited liability company ("**Buyer**").

1. **Agreement of Purchase and Sale.** On the terms and subject to the conditions of this Agreement, contemporaneously herewith, Seller shall sell, transfer, convey, assign and deliver, and Buyer shall purchase and accept delivery of, all of Seller's right, title and interest of whatever kind in and to the following trademark (the "Mark"), and the goods on which the Mark appears, together with the goodwill of the business symbolized by such Mark registered on the United States Patent and Trademark Office identified below:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
PAK 'N MOVE	2,878,862	August 31, 2004

(the foregoing being, collectively, the "**Purchased Assets**"). Pursuant hereto, Seller shall sign and deliver to Buyer contemporaneously herewith an assignment in substantially the form of Exhibit 1, attached hereto (the "Assignment"). Seller agrees to discontinue the use of the Mark and to discontinue the sale of goods under the Mark. Buyer agrees to begin the use of the Mark on goods of the same quality and nature previously associated with the Mark within a reasonable time. BUYER UNDERSTANDS AND AGREES THAT IT IS ACQUIRING THE PURCHASED ASSETS "AS IS/WHERE IS." SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE REGARDING THE PURCHASED ASSETS, THE LIABILITIES, OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR THAT IT HAS OR HAS NOT DISCLOSED ANY OR ALL INFORMATION REGARDING THE REGISTRATIONS OR MARKS. Assignee covenants to make no claim, and does hereby release Assignor from any claim, of any kind against Assignor for breach of duty, warranty, or contract, or against Assignor because the Registrations or Marks are invalid, unenforceable, non-existent, expired, abandoned, infringed, lapsed, or in any way limited or terminated.

2. **Purchase Price.** At the execution of this Agreement, Buyer shall pay to Seller the aggregate purchase price of **EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$8,500.00)** (the "**Purchase Price**"), as the full consideration to be paid by Buyer for the Purchased Assets.

3. **Entire Agreement; Amendment.** This Agreement and the other writings referred to herein or delivered pursuant hereto contain the entire understanding of the parties hereto and supersede all prior agreements and understandings between the parties hereto with respect to their subject matter. This Agreement may be amended or modified only by a written instrument duly executed by the parties hereto.

4. **Assignment; Counterparts; Governing Law.** This Agreement shall not be assignable by any party hereto without the prior written consent of the other party. This Agreement

may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. This Agreement may be executed with fax signatures. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to its principles of conflicts of law.


5. **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the interpretation or breach hereof shall be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association (the AAA Rules). Judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof or such court may be asked to judicially confirm the award and order its enforcement, as the case may be. The place of arbitration shall be Charlotte, North Carolina. The arbitrators shall be instructed to render their decision within thirty (30) days after their selection and to allocate all costs and expenses of such arbitration (including legal and accounting fees and expenses of the respective parties) to the parties in the proportions that reflect their relative success on the merits (including the successful assertion of any defenses).

6. **Further Assurances and Costs.** Assignor and Assignee agree to execute whatever additional documents either party may reasonably request to effect or evidence any of the transactions intended under this Agreement. In addition, Assignee agrees to record promptly the Assignment delivered to it pursuant to Section 1 above at the U.S. Patent and Trademark Office to change the name and address of record for the Mark and to take promptly such other action as may be advisable to ensure that all correspondence regarding the Mark will be sent to Assignee; and Assignee further agrees to indemnify and hold harmless Assignor from and against, and to reimburse Assignor for, all costs and expenses it may incur in handling any matter or document sent to it as owner of record of the relevant Mark after execution of this Assignment. All costs related to this Agreement and the Assignment, including any recordation of the Assignment, shall be borne by Assignee.

7. **Survival.** The obligations of the parties herein survive the Assignment of the Mark and any closing of any other transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed all as of the day, month and year first above written.

EASTERN SEABOARD PACKAGING, INC.

By: 
Name: _____
Title: _____

NITRAM DISTRIBUTORS, LLC

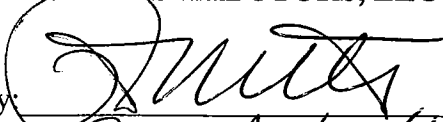
By: 
Name: PETE MARSHALL
Title: owner

EXHIBIT 1

Trademark Assignment

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made effective as of May 12, 2007, by and between Eastern Seaboard Packaging, Inc., a North Carolina corporation, located at 6100 Fairview Rd., Suite 1220, Charlotte, NC 28210 16415-B ("Assignor") and Nitram Distributors, LLC, a Georgia limited liability company, located at 2781 Harvins Rd., Bethlehem Georgia 30620 ("Assignee").

WHEREAS, Assignor is the owner of the trademark, including any and all application and/or registration therefor, listed on Exhibit A, attached to and incorporated by this reference herein (the "Mark"), together with the goodwill of the business symbolized thereby; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated May 12, 2007, between Assignor and Assignee (the "Agreement"), Assignor has agreed to transfer to Assignee all of Assignor's rights, title and interest in and to the Mark, together with the goodwill of the business in connection with which the Mark is used; and

WHEREAS, Assignor and Assignee want to confirm this assignment for purposes of filing the same with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Mark, together with (1) the goodwill of the business symbolized by such Mark, and (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Mark, and (3) all rights to sue for past, present and future infringements or misappropriations of the Mark.

In making this assignment, Assignor makes no warranties with regards to the Mark, and Assignee hereby releases Assignor, its successors and assigns, from any and all claims that may arise with respect to the Mark.

IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this Assignment, as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

Eastern Seaboard Packaging, Inc.

Nitram Distributors, LLC

By: Armand J. Carrano, agent
Name: Armand J. Carrano
Title: _____

By: Pete Martinelli
Name: PETE MARTINELLI
Title: _____

EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL

TRADEMARK	REG. NUMBER	REGISTRATION DATE
PAK 'N MOVE	2,878,862	August 31, 2004

Cabarrus
[COUNTY] County
North Carolina

ACKNOWLEDGEMENT (ASSIGNOR)

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a [IDENTIFICATION] (a credible witness has sworn to the identity of the principal(s)); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: NAME(S) OF PRINCIPAL(S).

Date: [DATE]

6/12/2007

(Official Seal)



Kimberly C. Mazzola
(Official Signature of Notary)

"[TYPE NOTARY NAME HERE]", Notary Public

My Commission expires: [DATE]

8/17/2010

ACKNOWLEDGEMENT (ASSIGNEE)

[COUNTY] County
North Carolina

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a [IDENTIFICATION] (a credible witness has sworn to the identity of the principal(s)); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: NAME(S) OF PRINCIPAL(S).

Date: [DATE]

6/12/2007

(Official Seal)

Lydia Rivera
(Official Signature of Notary)

"[TYPE NOTARY NAME HERE]", Notary Public

My Commission expires: [DATE]

March 25th, 2011