

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/26/1995

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kama Corporation		12/26/1995	CORPORATION:

RECEIVING PARTY DATA

Name:	IPC, Inc. (FKA Ivex Packaging Corporation)
Street Address:	6603 West Broad Street
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23230
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1914915	KAMA

CORRESPONDENCE DATA

Fax Number: (212)801-6400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 801 9200
 Email: Gerhiserl@gtlaw.com
 Correspondent Name: James H. Donoian
 Address Line 1: 200 Park Ave, 34th Floor
 Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	093712.040102; 07-1382
NAME OF SUBMITTER:	James H. Donoian
Signature:	/James H. Donoian/

CH \$40.00 1914915

Date:

02/29/2008

Total Attachments: 7

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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"KAMA CORPORATION", A DELAWARE CORPORATION,

WITH AND INTO "IPC, INC." UNDER THE NAME OF "IPC, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF JANUARY, A.D. 1996, AT 3 O'CLOCK P.M.

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080240049

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6411721

DATE: 02-27-08

TRADEMARK
REEL: 003729 FRAME: 0749

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of December 26, 1995, between IPC, Inc. (formerly named IVEX PACKAGING CORPORATION), a Delaware corporation ("Ivex"), and KAMA CORPORATION, a Delaware corporation ("Kama").

WITNESSETH:

WHEREAS, Ivex owns 100% of the outstanding shares of common stock, par value \$0.01 per share and the only outstanding class of capital stock, of Kama;

WHEREAS, the respective Boards of Directors of Ivex and Kama deem it advisable to merge Kama into Ivex (the "Merger") pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, Ivex and Kama hereby adopt this Agreement, each acting pursuant to (i) a resolution duly adopted by the unanimous vote of its Board of Directors, (ii) the consent of its stockholders as required by law and (iii) the authority given by and in accordance with the provisions of Sections 251 and 259 of the Delaware General Corporation Law (the "GCL"), whereby at the Effective Date (as defined in Section 2.1 hereof) of the Merger, Kama shall be merged into Ivex and each outstanding share of common stock, par value \$0.01 per share, of Kama and each such share of treasury stock shall be canceled and shall cease to exist and each outstanding share of common stock, par value \$0.01 per share, of Ivex shall continue to be outstanding.

ARTICLE I

THE CONSTITUENT CORPORATIONS

1.1 Kama. Kama was organized under the GCL in 1988. The authorized capital stock of Kama consists of 1,000 shares of common stock, par value \$0.01 per share. There are 1,000 shares of Kama common stock issued and outstanding.

1.2 Ivex. Ivex was organized under the GCL in 1992. The authorized capital stock of Ivex consists of 200,000 shares of common stock, par value \$0.01 per share. There are 120,690 shares of Ivex common stock issued and outstanding.

ARTICLE II

THE MERGER

2.1 Terms of Merger. After receipt of the consent of the Merger by the sole stockholders of Kama in accordance with applicable law, Kama shall merge into Ivex pursuant to the provisions of the GCL. The name of the surviving corporation shall be IPC, Inc. The Merger shall become effective on January 12, 1996 (the "Effective Date").

2.2 Effect of Merger. At the Effective Date, (i) the separate existence of Kama shall cease, and Kama shall be merged into Ivex, which, as the surviving corporation, shall thereupon and thereafter possess all the rights, privileges, powers and franchises of Ivex and shall be subject to all the restrictions, liabilities and duties of Kama; and all property, real, personal and mixed, and all debts due to Kama on whatever account, for stock subscriptions as well as all other things in action or belonging to Kama, shall be vested in Ivex, without further act or deed, all in accordance with and with the effect stated in Section 259 of the GCL, as amended, and all property, rights, privileges, powers and franchises, and all and every other interest, shall thereafter be the property of Ivex as they were of Kama, and the title to any real estate vested by deed or otherwise in Kama shall not revert or be in any way impaired by reason of the Merger; and all rights of creditors and liens upon any property of Kama shall be preserved unimpaired, and all debts, liabilities and duties of Kama shall thenceforth attach to Ivex, and may be enforced against Ivex to the same extent as if said debts, liabilities and duties had been incurred or contracted by Ivex, and (ii) each outstanding share of common stock, par value \$0.01 per share, of Kama and each such share of treasury stock shall be canceled and shall cease to exist and each outstanding share of common stock, par value \$0.01 per share, of Ivex shall continue to be outstanding.

ARTICLE III

CERTIFICATE OF INCORPORATION; BY-LAWS;
SURVIVING CORPORATION; OFFICERS

3.1 Certificate of Incorporation and By-laws. The Certificate of Incorporation and By-laws of Ivex shall be the certificate of incorporation and by-laws of Ivex as the surviving corporation, to remain unchanged until amended as provided therein or by law.

3.2 Surviving Corporation. The name of the surviving corporation shall be IPC, Inc.

3.3 Officers. From and after the Effective Date, the officers of Ivex, each to hold office until his successor has been duly chosen or appointed, shall be as follows:

<u>Office</u>	<u>Name</u>
President and Chief Executive Officer	George V. Bayly
Vice President and General Manager	Eugene M. Whitacre
Vice President and General Manager	Thomas S. Ellsworth
Vice President, Chief Financial Officer and Assistant Secretary	Frank V. Tannura
Vice President and Treasurer	Richard R. Cote
Vice President, Secretary and General Counsel	G. Douglas Patterson
Vice President and Assistant Secretary	Jerry S. Lawrence

ARTICLE IV

TERMINATION AND ABANDONMENT OF THE MERGER

4.1 Termination of Agreement. This Agreement may be terminated and the Merger abandoned prior to the Effective Date by mutual written consent of the Boards of Directors of Kama and Ivex.

4.2 Effect on Termination. In the event of termination and abandonment pursuant to Section 4.1 hereof, this Agreement shall become void and have no effect, without any liability on the part of any of the parties.

ARTICLE V

MISCELLANEOUS

5.1 Amendments. Any term or provision of this Agreement may be waived at any time by the party which is, or whose shareholders are, entitled to the benefits thereof, and any term or provision of this Agreement may be amended or supplemented at any time by a writing signed by the parties.

5.2 Entire Agreement. This Agreement, together with the documents referred to herein, constitutes the entire agreement between Kama and Ivex with respect to the Merger, and supersedes all prior arrangements or understandings with respect thereto.

5.3 Indemnity. None of the directors, officers, representatives, agents or legal counsel of any party shall have any liability in damages, rescission or otherwise to any other party under or on account of this Agreement or any of the transactions contemplated thereby.

5.4 Enforceability. If any provision of this Agreement is deemed or held to be illegal, invalid, or unenforceable, this Agreement shall be considered severable and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other aspects this Agreement shall remain in full force and effect, provided, however, that if any provision of this Agreement is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable and be legal, valid and enforceable.

Further should any provision contained in this Agreement ever be reformed or rewritten by a judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties thereto.


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IN WITNESS WHEREOF, each of Kama and Ivex has caused this Agreement to be signed in its corporate name by its duly authorized officer, attested by its Secretary or Assistant Secretary, all as the date first above written.


IPC, INC. (formerly named
IVEK PACKAGING CORPORATION)

By: 
Name:
Title:


ATTEST:

By: 
Name: R.R. COTE
Title: VP & TREASURER

KAMA CORPORATION

By: 
Name:
Title:

ATTEST:

By: 
Name: R.R. COTE
Title: VP & TREASURER