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
Fidelity Container Corporation		11/13/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	International Paper Company
Street Address:	6400 Poplar Avenue
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38197
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1107248	
Serial Number:	77318920	DISCOVER

CH $65.00 1107248

CORRESPONDENCE DATA

Fax Number: (513)248-6451
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: stephanie.haupt@ipaper.com
Correspondent Name: Stephanie A. Haupt
Address Line 1: 6285 Tri-Ridge Boulevard
Address Line 4: Loveland, OHIO 45140

ATTORNEY DOCKET NUMBER:	FIDELITY TM ASSIGNMENTS
NAME OF SUBMITTER:	Stephanie A. Haupt
Signature:	/Stephanie A. Haupt/
Date:	04/28/2008

Total Attachments: 5
source=Assignment - Fidelity to IPCo#page1.tif
source=Assignment - Fidelity to IPCo-2#page1.tif
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of this 13th day of November, 2007 by Fidelity Container Corporation, an Illinois corporation ("Assignor"), to International Paper Company, a New York corporation ("Assignee").

Assignor and Assignee are parties to an Agreement of Purchase and Sale, dated as of November 13, 2007 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignee, the Acquired Assets, including without limitation the Transferred Intellectual Property.

In furtherance of the transactions contemplated by the Purchase Agreement, Assignor desires to irrevocably grant, transfer and assign to Assignee, and Assignee desires to accept the grant, transfer and assignment of, all of Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names which are Acquired Assets, including without limitation those listed on Schedule A annexed hereto and incorporated herein by this reference (the "Transferred Marks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby purchases, acquires and accepts the grant, transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Transferred Marks, all copies and tangible embodiments of the Transferred Marks (in whatever form or medium), all rights in or licenses to or from a third Person in any of the Transferred Marks, and all past, present or future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of any of the Transferred Marks, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Without limiting Section 7.3 of the Purchase Agreement, Assignor hereby agrees to execute or procure any further necessary assurance of its title to the Transferred Marks and, upon the reasonable request of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect Assignee's rights to the Transferred Marks in Assignee, its successors, assigns or other legal representatives; and upon the reasonable request of said Assignee, will execute any additional applications for registration, or any part or parts thereof; and will make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, without further compensation.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all said Transferred Marks to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Trademark Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles.

Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

[*Remainder of page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed and delivered as of the day and year first set forth above.

FIDELITY CONTAINER CORPORATION

By: _____

Name: William D. Ross

Title: President

INTERNATIONAL PAPER COMPANY

By: _____

Name: _____

Title: _____

STATE OF IL }
} ss:
CITY OF Chicago }

On this 13 day of November, 2007, before me, a Notary Public, personally appeared William D. Ross, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public in and for said City and State

My Commission Expires 10-28-09

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
JERRY I. RUDMAN
MY COMMISSION EXPIRES
OCTOBER 28, 2009

STATE OF _____ }
} ss:
CITY OF _____ }

On this ___ day of _____, 2007, before me, a Notary Public, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public in and for said City and State

My Commission Expires _____

2728606

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed and delivered as of the day and year first set forth above.

FIDELITY CONTAINER CORPORATION

By: _____

Name: _____

Title: _____

INTERNATIONAL PAPER COMPANY

By: Thomas G. Kadien

Name: Thomas G. Kadien

Title: SVP International Paper

STATE OF _____ }
} ss:
CITY OF _____ }

On this ___ day of _____, 2007, before me, a Notary Public, personally appeared _____, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

_____
Notary Public in and for said City and State

My Commission Expires _____

STATE OF Tennessee }
} ss:
County ~~CITY~~ OF Shelby }

On this 8th day of November, 2007, before me, a Notary Public, personally appeared Thomas G. Kadien, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

V. Lynn Oberholtzer
Notary Public in and for said ~~City~~ and State
V. Lynn Oberholtzer County

My Commission Expires _____

My Commission Expires August 25, 2009

V. LYNN OBERHOLTZER
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

2728606

Schedule A

Transferred Marks

United States Trademarks

Registrations

Mark	Reg. No.	Reg. Date	Appl. No.	Appl. Date	Comments
3-D Box Design	1,107,248	11/28/1978	73/144,274	10/11/1977	

Pending Applications

Mark	Application No.	Application Date	Comments
DISCOVER	77/318,920	11/10/2007	Newly filed.