

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fidelity Container Corporation		11/13/2007	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Paper Company		
<b>Street Address:</b>	6400 Poplar Avenue		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38197		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1107248		
<b>Serial Number:</b>	77318920	DISCOVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)248-6451		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	stephanie.haupt@ipaper.com		
<b>Correspondent Name:</b>	Stephanie A. Haupt		
<b>Address Line 1:</b>	6285 Tri-Ridge Boulevard		
<b>Address Line 4:</b>	Loveland, OHIO 45140		
<b>ATTORNEY DOCKET NUMBER:</b>	FIDELITY TM ASSIGNMENTS		
<b>NAME OF SUBMITTER:</b>	Stephanie A. Haupt		
<b>Signature:</b>	/Stephanie A. Haupt/		
<b>Date:</b>	04/28/2008		

**CH \$65.00 1107248**

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of this 13<sup>th</sup> 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: [Signature]  
Name: William D. Ross  
Title: President

INTERNATIONAL PAPER COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IL }  
CITY OF Chicago } ss:

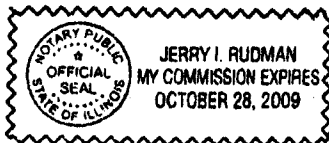
On this 13 day of November, 2007, before me, a Notary Public, personally appeared William D. Ross, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in 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.  
[Signature]  
Notary Public in and for said City and State  
My Commission Expires 10-28-09

STATE OF \_\_\_\_\_ }  
CITY OF \_\_\_\_\_ } ss:

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 \_\_\_\_\_



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**

**INTERNATIONAL PAPER COMPANY**

By: \_\_\_\_\_

By: Thomas G. Kadien

Name: \_\_\_\_\_

Name: Thomas G. Kadien

Title: \_\_\_\_\_

Title: SVP International Paper

STATE OF \_\_\_\_\_ }  
CITY OF \_\_\_\_\_ } ss:

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

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.

On this 8<sup>th</sup> 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.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said City and State

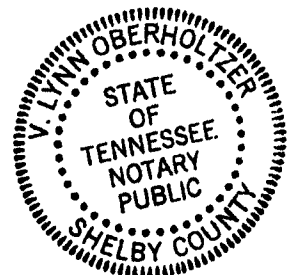
V. Lynn Oberholtzer  
\_\_\_\_\_  
Notary Public in and for said ~~City and State~~ County

My Commission Expires \_\_\_\_\_

My Commission Expires \_\_\_\_\_

My Commission Expires August 25, 2009

2728606



**Schedule A**

**Transferred Marks**

**United States Trademarks**

**Registrations**

Mark	Reg. No.	Reg. Date	App. No.	App. 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.