

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
Celeste Industries Corp.		12/17/2008	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Celeste Contract Packaging, LLC		
Street Address:	7978 Industrial Park Road		
City:	Easton		
State/Country:	MARYLAND		
Postal Code:	21601		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3066587	JUST BECAUSE	
Registration Number:	2948801	JUST BECAUSE	
Registration Number:	2889704	JUST BECAUSE	
Registration Number:	1380980	TECHTASTIC	
CORRESPONDENCE DATA			
Fax Number:	(303)607-3600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-607-3500		
Email:	trademarkdnvr@faegre.com		
Correspondent Name:	Lisa C. Walter		
Address Line 1:	1700 Lincoln Street		
Address Line 2:	3200 Wells Fargo Center		
Address Line 4:	Denver, COLORADO 80203-4532		
ATTORNEY DOCKET NUMBER:	80906-369393		
NAME OF SUBMITTER:	Lisa C. Walter		

CH \$115.00 3066587

Signature:	/Lisa C. Walter/
Date:	12/22/2008
Total Attachments: 4 source=Trademark Assignment (CIC to NewCo)(Executed)#page1.tif source=Trademark Assignment (CIC to NewCo)(Executed)#page2.tif source=Trademark Assignment (CIC to NewCo)(Executed)#page3.tif source=Trademark Assignment (CIC to NewCo)(Executed)#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Celeste Industries Corporation, a Connecticut corporation ("Assignor"), is the owner of the trademarks and trademark applications described on Exhibit A hereto (the "Trademarks");

WHEREAS, pursuant to the terms of that certain Separation and Transition Agreement, dated December ____, 2008 (the "Agreement"), by and among Assignor, Celeste Holding Corporation, a Delaware corporation, Celeste Contract Packaging, LLC, a Delaware limited liability company ("Assignee"), and PrePak Holdings, Inc., a Delaware corporation, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks (and the portion of the business to which the Trademarks pertain), together with the goodwill associated therewith.

WHEREAS, Assignee now desires Assignor to execute and deliver to Assignee this Trademark Assignment to effect the assignment of the Trademarks to Assignee.

NOW THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. In connection with the transfer of the portion of the business to which the Trademarks pertain, Assignor hereby sells, transfers, conveys, assigns, and sets over unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefore and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Trademarks are used and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past infringements thereof.

2. From time to time, Assignor will, at Assignee's request and without further consideration, execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and perform any other reasonable acts Assignee may reasonably request in order to sell, transfer, convey and assign to Assignee all of Assignor's right, title, and interest in and to the Trademarks and to protect, enforce and defend the Trademarks.

3. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Delaware.

[Signature Page Follows]

Executed as of _____, 2008.

CELESTE INDUSTRIES CORPORATION, a
Connecticut corporation

By: _____
Name: _____
Title: **Ari M. Zur**
Vice President

State of Florida)
County of PALM BEACH) ss.

Before me, a Notary Public within and for said County, personally appeared
ARI M. ZUR the person described in and who executed the foregoing instrument and
acknowledged that he/she executed the same as his/her free act and deed on this 17th day of
DECEMBER 2008.

Lynn Almeida
Notary Public

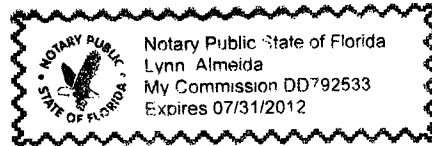


EXHIBIT A

<u>Word Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>	<u>Goods and/or Services</u>
JUST BECAUSE	3066587	3/7/2006	International Class: 003 PREMOISTENED TOWELETTES, NAMELY HAND CLEANING TOWELETTES CONTAINING A CLEANING AGENT
<u>Word Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>	<u>Goods and/or Services</u>
JUST BECAUSE	2948801	5/10/2005	International Class: 003 MAKE-UP REMOVER, EYE GLASS CLEANING PREPARATIONS, PRE- MOISTENED TOWELETTES, NAMELY AROMATHERAPY REFRESHER TOWELETTES, SPOT AND STAIN REMOVERS, AND TELEPHONE CLEANING PREPARATIONS
JUST BECAUSE	2889704	9/28/2004	International Class: 020 TRAVEL KITS COMPRISED PRIMARILY OF PILLOWS, PILLOW CASES, AND BLANKETS, SOLD AS A UNIT

<u>Word Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>	<u>Goods and/or Services</u>
TECHTASTIC	1380980	2/4/1986 (renewed 4/27/2005)	International Class: 003 CLEANING PREPARATIONS PACKAGED AS PREMOISTENED TOWELETTES AND PADS FOR PERSONAL USE AND FOR GENERAL PURPOSE CLEANING USES