

Form PTO-1594 (Rev. 01-09)
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Seaquist Closures Foreign, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Seaquist Closures LLC

Internal

Address: _____

Street Address: 711 Fox Street

City: Mukwonago

State: Illinois

Country: U.S.A.

Zip: 53140

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 3, 2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,565,994

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

BUTTERFLY

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wood, Phillips, Katz, Clark & Mortimer

Internal Address: _____

Street Address: 500 W. Madison Street, Suite 3800

City: Chicago

State: Illinois

Zip: 60661

Phone Number: (312) 876-1800

Fax Number: (312) 876-2020

Email Address: docket@woodphillips.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 23-0785

Authorized User Name Paul M. Odell

9. Signature:

Paul M. Odell
 Signature

February 6, 2009

Date

Paul M. Odell

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 230785 1565994

EXECUTION COPY**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 2, 2009 ("Effective Date") by and between Seaquist Closures Foreign, Inc., a corporation organized and existing under the laws of the state of Delaware ("Assignor"), and Seaquist Closures L.L.C., a corporation organized and existing under the laws of the state of Delaware ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, the trademark BUTTERFLY owned by Assignor and used by Assignee to conduct its business as currently operated, including, without limitation, the United States Trademark Registration No. 1,565,994 for the trademark BUTTERFLY (the "Mark"), together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark together with the goodwill of Assignor's business associated therewith, for the United States and for all foreign countries, including, without limitation, all registrations and applications for registration in connection therewith, any renewals and extensions of the registrations therefor, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the applicable corresponding foreign or multi-national trademark offices, agencies or other entities, to record Assignee as the assignee and owner of the Mark.


Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all rightful affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and

this Assignment, at Assignee's sole expense; and (3) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world, including, without limitation, the execution of any documents necessary or desirable to record or perfect this Assignment with any foreign or multi-national trademark office, agency or other entity.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

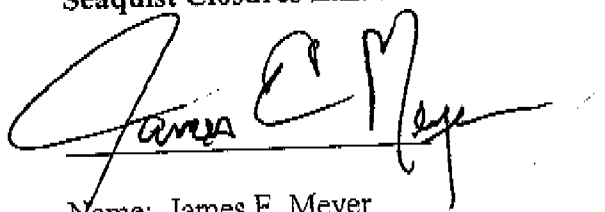
Seaquist Closures Foreign, Inc.



Name: Stephen J. Hagge

Title: Secretary and Treasurer

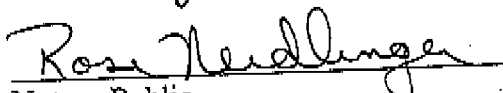
Seaquist Closures L.L.C.



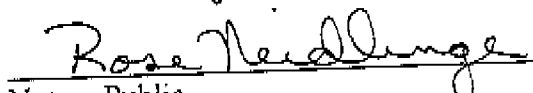
Name: James E. Meyer

Title: Executive Vice President and Manager

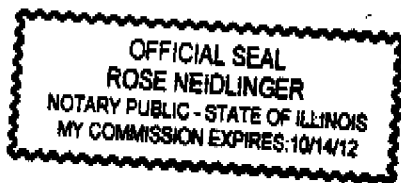
SIGNED and SWORN to before me this 3rd day of February, 2009.


Notary Public

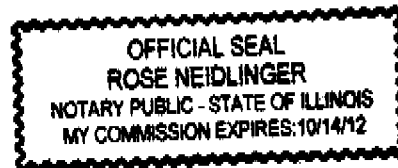
SIGNED and SWORN to before me this 3rd day of February, 2009.


Notary Public

(SEAL)



(SEAL)



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