

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Chesapeake Pharmaceutical Packaging Company Inc.		05/01/2009	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chesapeake Pharmaceutical Packaging Company, LLC		
<b>Street Address:</b>	325 Duffy Ave.		
<b>City:</b>	Hicksville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11801		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2782099	BRCLITSERT	
Registration Number:	2782098	BRCsert	
Registration Number:	2864814	CARTONSERT	
Registration Number:	2713689	DAYLABELSERT	
Registration Number:	2782097	HANGSERT	
Registration Number:	2711586	LABELSERT	
Registration Number:	2782096	LITSERT	
Registration Number:	2711587	MULTISERT	
Registration Number:	2782100	PIGGYBACKSERT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)446-4900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Email:</b>	hsmith@kirkland.com		

**CH \$240.00 2782099**

Correspondent Name: Hayley Smith, Sr. Legal Assistant  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 153 East 53rd Street  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	CSK PHARM TM (HS)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	05/11/2009

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of May 1, 2009, by Chesapeake Pharmaceutical Packaging Company Inc. (“Assignor”), a debtor and debtor-in-possession under Case No. 08-36642 in the United States Bankruptcy Court for the Eastern District of Virginia (Richmond Division), in favor of Chesapeake Pharmaceutical Packaging Company, LLC (“Assignee”), the assignee of U.S. Purchaser’s rights and obligations under the Purchase Agreement (as hereinafter defined). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Purchasers and Sellers are parties to the Asset Purchase Agreement dated December 29, 2008 (as amended from time to time, the “Purchase Agreement”) pursuant to which Assignor has sold, and Assignee, among others, has purchased, certain assets of Assignor, including, without limitation, the trademark registrations and applications for registration, and all goodwill associated therewith, identified and set forth on Schedule A attached hereto (the “Marks”);

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing;

WHEREAS, U.S. Purchaser assigned its rights, interest and obligations under the Purchase Agreement to Assignee pursuant to an Assignment and Assumption of Asset Purchase Agreement, dated as of May 1, 2009; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, contributes, conveys, assigns, transfers and delivers to Assignee, free and clear of any and all Liens, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and 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, along with all income, royalties, damages and payments due or payable to Assignor as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives, at Assignee's sole cost and expense, such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York principles of Conflicts of Law) as to all matters, including matter of validity, construction, effect, performance and remedies.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.
7. This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Sellers and Purchasers.
8. This Assignment is solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than the parties hereto or their successors or permitted assigns any rights, remedies, obligations, Claims or causes of action under or by reason of this Assignment.

\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

CHESAPEAKE PHARMACEUTICAL  
PACKAGING COMPANY INC.

By: 

Name: J.P. Cowley Jr.

Title: Vice President + Secretary

Acknowledgement:

CHESAPEAKE PHARMACEUTICAL PACKAGING COMPANY, LLC

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

Name: Philip M. Carpenter III

Title: Co-President

*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 003984 FRAME: 0955**

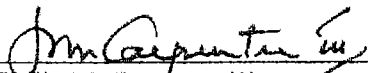
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

CHESAPEAKE PHARMACEUTICAL  
PACKAGING COMPANY INC.

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

Acknowledgement:

CHESAPEAKE PHARMACEUTICAL PACKAGING COMPANY, LLC

By:   
Name: Philip M. Carpenter III  
Title: Co-President

*[Signature Page to Trademark Assignment]*

**Schedule A  
to Trademark Assignment**

<b>Trademark</b>	<b>Country</b>	<b>Owner</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
BRCLITSERT	United States of America	Chesapeake Pharmaceutical Packaging Company Inc.	75/442,932	2-MAR-1998	2,782,099	11-NOV-2003
BRCsert	United States of America	Chesapeake Pharmaceutical Packaging Company Inc.	75/442,912	2-MAR-1998	2,782,098	11-NOV-2003
CARTONSERT	United States of America	Chesapeake Pharmaceutical Packaging Company Inc.	78/178,372	25-OCT-2002	2,864,814	20-JUL-2004
DAYLABELSERT	United States of America	Chesapeake Pharmaceutical Packaging Company Inc.	75/442,914	2-MAR-1998	2,713,689	6-MAY-2003
HANGSERT	United States of America	Chesapeake Pharmaceutical Packaging Company Inc.	75/442,450	2-MAR-1998	2,782,097	11-NOV-2003
LABELSERT	United States of America	Chesapeake Pharmaceutical Packaging Company Inc.	75/442,449	2-MAR-1998	2,711,586	29-APR-2003
LITSERT	United States of America	Chesapeake Pharmaceutical Packaging Company Inc.	75/442,448	2-MAR-1998	2,782,096	11-NOV-2003
MULTISERT	United States of America	Chesapeake Pharmaceutical Packaging Company Inc.	75/442,911	2-MAR-1998	2,711,587	29-APR-2003
PIGGYBACKSERT	United States of America	Chesapeake Pharmaceutical Packaging Company Inc.	75466627	13-APR-1998	2782100	11-NOV-2003