

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
Deloitte & Touche Inc. as the interim receiver and receiver and manager of CPI Plastics Group Limited, CPI Plastics Group (Canada) Ltd., CPI Plastics Group, Inc., Crila Investments Inc., and Crila Plastics Industries, Inc.		03/27/2009	Interim Receiver and Receiver and Manager:
RECEIVING PARTY DATA			
Name:	Mid-America Bag LLC f/k/a JM2 Film LLC		
Street Address:	10680 88th Avenue		
City:	Pleasant Prairie		
State/Country:	WISCONSIN		
Postal Code:	53158		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1056102	RACK-SACK	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	asmyczek@reinhartlaw.com		
Correspondent Name:	Alec D. Smyczek		
Address Line 1:	1000 N. Water St. Suite 1700		
Address Line 4:	Milwaukee, WISCONSIN 53203		
ATTORNEY DOCKET NUMBER:	10891		
NAME OF SUBMITTER:	Alec D. Smyczek		

CH \$40.00 1056102

Signature:	/Alec D. Smyczek/
Date:	06/08/2009
Total Attachments: 4 source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of March 27, 2009, from DELOITTE & TOUCHE INC., as the interim receiver and receiver and manager of CPI PLASTICS GROUP LIMITED, CPI PLASTICS GROUP (CANADA) LTD., CPI PLASTICS GROUP, INC., CRILA INVESTMENTS INC., and CRILA PLASTICS INDUSTRIES, INC. ("Assignor") to MID-AMERICA BAG LLC f/k/a JM2 FILM LLC, a Wisconsin limited liability company ("Assignee").

RECITALS

A. On January 8, 2009, Deloitte & Touche Inc. (the "Receiver") was appointed as the interim receiver and receiver and manager of CPI Plastics Group Limited, CPI Plastics Group (Canada) Ltd., CPI Plastics Group, Inc., Crila Investments Inc., and Crila Plastics Industries, Inc. (each a "Company", and collectively, the "Companies" or the "CPI Group") pursuant to an order (the "Receivership Order") of the Honourable Mr. Justice Campbell of the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court"). The Receiver was empowered by further order of the Canadian Court on January 27, 2009, (the "Sale Process Order") to conduct a sale process with respect to the property of the CPI Group.

B. Assignee has agreed to purchase certain assets of the CPI Group including the Assigned Trademarks (as described below) through the Sale Process Order and pursuant to that certain Agreement of Purchase and Sale between Assignee and Assignor dated March 16, 2009 (the "Agreement of Purchase and Sale"). On March 26, 2009, the purchase was approved by order of the Canadian Court (the "Approval and Vesting Order").

C. Assignor desires by execution of this Assignment to confirm the assignment of all rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to confirm the assignment of all of Assignor's rights, title and interest in the Assigned Trademarks from Assignee.

AGREEMENT

For valuable consideration (including that recited in the Agreement of Purchase and Sale between the Receiver and Assignee), the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean the trademark registrations and common law trademarks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of Assigned Trademarks. Assignor, exercising the powers granted pursuant to the Receivership Order and the Approval and Vesting Order, hereby sells, transfers, conveys, assigns and sets over to Assignee, pursuant to the terms of the Agreement of Purchase

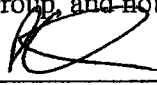
and Sale, all of the rights, benefits and interests of the Companies and the Assignor in and to the Assigned Trademarks.

3. Further Assurances. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:

DELOITTE & TOUCHE INC., solely in its capacity as interim receiver and receiver and manager of the assets, properties, and undertakings of the CPI Group, and not in its personal capacity

By:  _____

Name: Paul van Eyk
Title: Senior Vice-President

ASSIGNEE:

MID-AMERICA BAG LLC f/k/a JM2 FILM LLC

By: _____

Name: Michael W. Altschaefl
Title: President

and Sale, all of the rights, benefits and interests of the Companies and the Assignor in and to the Assigned Trademarks.

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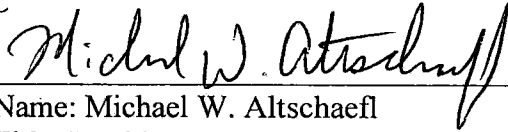
By: _____

Name: Paul van Eyk

Title: Senior Vice-President

ASSIGNEE:

**MID-AMERICA BAG LLC f/k/a JM2 FILM
LLC**

By:  _____

Name: Michael W. Altschaefl

Title: President

APPENDIX A

Assigned Trademark Registrations

Mark	Country	Reg. No.	Reg. Date
RACK 'N SACK	CANADA	TMA208353	07/18/1975
RACK-SACK	CANADA	TMA339364	04/22/1988
MAXIMUM	CANADA	TMA567427	09/16/2002
RACK-SACK	U.S.	1056102	01/11/1977

Assigned Common Law Trademark

Mark
OPTIMUM