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TO:ALEC D. SMYCZEK COMPANY:1000 N. WATER ST. SUITE 1700

TRADEMARK ASSIGNMENT

Electronic Version v1.1

06/08/2009

Stylesheet Version v1.1

900135702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Bank of Montreal		03/26/2008
	BMO Capital Corporation		03/26/2008
RECEIVING PARTY DATA			
Name:	CPI Plastics Group Limited		
Street Address:	979 Gana Court		
City:	Mississauga		
State/Country:	ONTARIO		
Postal Code:	L5S 1N9		
Entity Type:	CORPORATION: ONTARIO		
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>			
Phone:	4142988230		
Email:	asmyczek@reinhardt.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		
Signature:	/Alec D. Smyczek/		
Date:	06/08/2009		

CH \$40.00 1056102

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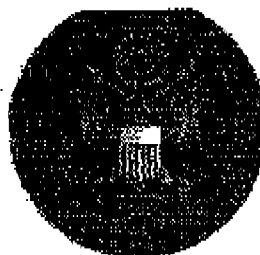
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received
3-31-09

IT IS HEREBY ORDERED
AS DESCRIBED BELOW.

DATED: March 26, 2009

James E. Shapiro
Honorable James E. Shapiro
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN**

In re:	Case No. 09 - 20175-jes
CPI PLASTICS GROUP LTD., et al.,	Chapter 15
Debtors in Foreign Proceedings.	(Jointly Administered)

**ORDER RECOGNIZING AND GIVING FULL FORCE
AND EFFECT TO THE CANADIAN VESTING ORDER**

This matter having come before the court on the motion dated January 26, 2009 (the "Motion")¹ of Deloitte & Touche Inc. ("Deloitte"), as the court-appointed interim receiver and receiver and manager (the "Receiver") and authorized foreign representative of CPI Plastics

¹ Capitalized terms not defined herein shall have the meanings ascribed in the Notice of (i) Filing Fourth Report of Receiver as Filed in Canadian Proceedings; (ii) Filing Proposed Canadian Vesting Order; and (iii) Intention to Seek Order Recognizing and Giving Full Force and Effect to Canadian Vesting Order at Scheduled Sale Hearing (the "Notice").

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Group Ltd., Crila Investments Inc., Crila Plastics Industries Inc., CPI Plastics Group, Inc. and CPI Plastics Group (Canada) Ltd. (collectively, "*CPI Plastics*") in the proceeding (the "*Canadian Proceeding*") pending in the Superior Court of Justice in Ontario, Canada (Commercial List) (the "*Canadian Court*") under Canada's Bankruptcy and Insolvency Act, to (among other things) enter an Order recognizing and giving full force and effect to the sale (the "*Sale*") of certain CPI Plastics assets located within the territorial jurisdiction of the U.S. (the "*U.S. Assets*") presented to the Canadian Court on this same date (the "*Canadian Vesting Order*"); the Court having reviewed the Motion, the Notice and the Canadian Vesting Order; good cause appearing for the relief sought therein; and a hearing on this matter having been held on March 26, 2009, and no objections having been filed with the Court or received by the Receiver prior to the hearing, this Court finds and determines as follows:

A. This Court has jurisdiction over this matter and over the property of CPI Plastics located within the territorial limits of the United States and their respective chapter 15 cases pursuant to 23 U.S.C. §§ 1334 and 157(a). This is a core proceeding pursuant to 28 U.S.C. § 57(b)(2)(P).

B. This Court finds that (a) proper, timely, adequate, and sufficient notice of the Motion, the Sale Process, the U.S. Sale Process Order, the Sale Hearing and the Sale has been provided by the Receiver in accordance with applicable law and existing Court orders; (b) such notice was good and sufficient, and appropriate under the particular circumstances, and (c) no other or further notice of the Motion, the Sale Hearing, and the Sale is or shall be required.

C. The Receiver conducted the Sale Process in accordance with, and has complied with all aspects of, the U.S. Sale Process Order.

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D. The Sale Process afforded a full, fair and reasonable opportunity for any person or entity to make a legitimate offer to purchase the U.S. Assets. The Sale Process was duly noticed and conducted in a non-collusive, fair and good faith manner, and the Purchaser similarly participated in the Sale Process in good faith and at arm's length.

E. The Receiver has articulated good and sound business judgment to warrant approving the Sale to the Purchaser for the price of \$1,800,000 (USD) in accordance with the terms of the Agreement.

THEREFORE, IT IS HEREBY ORDERED:

1. The Canadian Vesting Order attached to this order as Exhibit A is hereby recognized and given full force and effect in the United States;
2. The Sale of the U.S. Assets to Purchaser for the price of \$1,800,000 (USD) is hereby approved pursuant to sections 1520(a)(2) and 363 of the Bankruptcy Code.
3. The Purchaser is a good faith purchaser and is accordingly granted all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code;
4. As set forth in the Canadian Vesting Order, effective as of the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A to the Canadian Vesting Order, the Sale of the U.S. Assets to Purchaser constitutes a legal, valid and effective transfer of CPI Plastics' right, title and interest in the U.S. Assets, notwithstanding any requirement for approval or consent by any person and vesting the Purchaser with all right, title, and interest of CPI Plastics in and to the U.S. Assets free and clear of all liens, claims and encumbrances of any kind, pursuant to section 363(f) of the Bankruptcy Code;
5. The Receiver is hereby authorized to cause to be filed with the secretary of any state or other applicable officials of any applicable governmental units any and all certificates,

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agreements or amendments necessary or appropriate to effectuate the transaction contemplated in the Agreement, any related agreements and any order granting the relief requested herein;

6. Notwithstanding Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure, this Order shall be effective immediately upon its entry and self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Receiver and Purchaser are free to close under the Agreement any time subject to the terms thereof. In the absence of any person or entity obtaining a stay pending appeal, when the Receiver and Purchaser close under the Agreement, Purchaser shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

7. The automatic stay under section 362(a) of the Bankruptcy Code shall not apply to and otherwise shall not prevent the exercise or performance by any party of its rights or obligations under the Agreement.

8. In the event that the terms of this Order and the terms of the Canadian Vesting Order conflict in any way, the terms of the Canadian Vesting Order shall govern; and

9. The Court shall retain jurisdiction with respect to the enforcement, amendment or modification of this Order, any request for additional relief brought in and through these chapter 15 cases, and any request by an entity for relief from the provisions of this Order, for cause shown, that is properly commenced and within the jurisdiction of this Court.

10. The 5-day notice rule is waived.

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EXHIBIT A

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Court File No. 09-CL-7934

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE) THURSDAY, THE 26th DAY
)
JUSTICE WILTON-SIEGEL) OF MARCH, 2009

BETWEEN:

BANK OF MONTREAL

Applicant

- and -

**CPI PLASTICS GROUP LIMITED, CPI PLASTICS GROUP (CANADA) LTD.,
CPI PLASTICS GROUP, INC., CRILA INVESTMENTS INC.
and CRILA PLASTICS INDUSTRIES, INC.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Deloitte & Touche Inc. in its capacity as interim receiver and receiver and manager (jointly, the "Receiver") without security, of all of the assets, undertakings, and properties of CPI Plastics Group Limited, CPI Plastics Group (Canada) Ltd., CPI Plastics Group, Inc., Crila Investments Inc. and Crila Plastics Industries, Inc. (collectively, the "Debtors") for an order approving the sale transaction (the "JM2 Transaction") contemplated by an agreement of purchase and sale (the "JM2 APA") entered into between the Receiver and JM2 Film LLC ("JM2 Film") made as of March 16, 2009 and appended to the fourth report of the Receiver dated March 20, 2009 (the "Report"), and vesting in JM2 Film the Receiver's and Debtors' right, title and interest in and to the assets described in the JM2 APA (the "JM2 Assets"), was heard this day at 330 University Avenue, Toronto, Ontario.

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ON READING the Report and on hearing the submissions of counsel for the Receiver, and counsel for Bank of Montreal, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service of Kathrine Smirle sworn March 23, 2009 filed:

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today, and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the JM2 Transaction is hereby approved. The execution of the JM2 APA by the Receiver is hereby authorized and approved, *nunc pro tunc*, and the Receiver is hereby authorized and directed to perform all its obligations under the JM2 APA and to take such additional steps and execute such additional documents as the Receiver may deem necessary or desirable in the exercise of its sound business judgment for the completion of the JM2 Transaction and for the conveyance of the JM2 Assets to JM2 Film.
3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to JM2 substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtors' right, title and interest in and to the JM2 Assets described in the JM2 APA shall vest absolutely in JM2 Film, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Campbell dated January 8, 2009; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (collectively, the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the JM2 Assets are hereby expunged and discharged as against the JM2 Assets.
4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the JM2 Assets shall stand in the place and stead of the JM2 Assets, and that from and after the delivery of the Receiver's Certificate all Claims and

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Encumbrances shall attach to the net proceeds from the sale of the JM2 Assets with the same priority as they had with respect to the JM2 Assets immediately prior to the sale, as if the JM2 Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to JM2 Film all human resources and payroll information in the Debtors' records pertaining to the Debtors' past and current employees. JM2 Film shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtors.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the JM2 Assets in JM2 Film pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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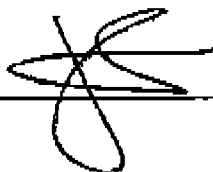
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8. THIS COURT ORDERS AND DECLARES that the JM2 Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

9. THIS COURT ORDERS that the unredacted copy of the JM2 APA, filed separately, is hereby sealed, subject to further Order of this Court.

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



Joanne Nicoara
Registrar, Superior Court of Justice

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

MAR 26 2009

PER / PAR: JSN

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Schedule A – Form of Receiver's Certificate

Court File No.: 09-CL-7924

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)****BETWEEN:****BANK OF MONTREAL**

Applicant

- and -

**CPI PLASTICS GROUP LIMITED, CPI PLASTICS GROUP (CANADA) LTD.,
CPI PLASTICS GROUP, INC., CRILA INVESTMENTS INC.
and CRILA PLASTICS INDUSTRIES, INC.**

Respondents

RECEIVER'S CERTIFICATE**RECITALS**

A. Pursuant to an Order of the Honourable Justice Campbell of the Ontario Superior Court of Justice (the "Court") dated January 8, 2009, Deloitte & Touche Inc. was appointed as the in-rem receiver and receiver and manager (jointly, the "Receiver") without security, of all of the assets, undertakings and properties of CPI Plastics Group Limited, CPI Plastics Group (Canada) Ltd., CPI Plastics Group, Inc., Crila Investments Inc. and Crila Plastics Industries, Inc. (collectively, the "Debtors").

B. Pursuant to an Order of the Court dated March 26, 2009, the Court approved the agreement of purchase and sale made as of March 16, 2009 (the "JM2 APA") entered into between the Receiver and JM2 Film LLC ("JM2 Film") and provided for the vesting in JM2 Film of the Debtors' right, title and interest in and to the JM2 Assets, which vesting is to be effective with respect to the JM2 Assets upon the delivery by the Receiver to JM2 Film of a

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certificate confirming: (i) the payment by JM2 Film of the Purchase Price for the JM2 Assets; (ii) that the conditions to Closing as set out in section 4 of the JM2 APA have been satisfied or waived by the Receiver and JM2 Film; and (iii) the JM2 Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the JM2 APA.

THE RECEIVER CERTIFIES the following:

1. JM2 Film has paid and the Receiver has received the Purchase Price for the JM2 Assets payable on the Closing Date pursuant to the JM2 APA;
2. The conditions to Closing as set out in section 4 on closing of the JM2 APA have been satisfied or waived by the Receiver and JM2 Film; and
3. The JM2 Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

Deloitte & Touche Inc., in its capacity as interim receiver and receiver and manager of the undertaking, property and assets of CPI Plastics Group Limited, CPI Plastics Group (Canada) Ltd., CPI Plastics Group, Inc., Crila Investments Inc. and Crila Plastics Industries, Inc., and not in its personal capacity

Per: _____

Name:

Title:

TO:ALEC D. SMYCZEK COMPANY:1000 N. WATER ST. SUITE 1700

Court File No: 09-CL-7934

CPI PLASTICS GROUP LIMITED, et al
Respondents

and

BANK OF MONTREAL
Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

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Suite 3800, P.O. Box 84
Royal Bank Plaza, South Tower
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Tel: (416) 216-4853
Fax: (416) 216-3930

Lawyers for Deloitte & Touche Inc., in its
capacity as interim receiver and receiver and
manager of Respondents

DOCSTOR: 16591794

TO: ALEC D. SMYCZEK COMPANY: 1000 N. WATER ST. SUITE 1700

BANK OF MONTREAL Applicant and CPI PLASTICS GROUP LIMITED, et al Respondents

Court File No: 09-CL-7934

March 26, 2009

March 24, 2009.

T. Boyer and K. Smutek for the Deceivers
vs. G.H. Deloy for Bank of Montreal

The applicant seeks approval of the written statement. The transaction is the business of a tender process conducted in a random way on the order dated January 27, 2009. Agreement was the highest offer received from the tendered in that process and subsequent retention of substantially all of the other's U.S. employees. As such, claimant is not a party to the agreement. The product of an administrative negotiation and would appear to be an administrative negotiation and would appear to be an administrative negotiation of all of the other's stakeholders. In the connection of the other's agreement received earlier, Bank of Montreal, applicant and consent to the other's agreement. Order to go on the form attached.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

MOTION RECORD
(Returnable March 26, 2009)

Ogilvy Renault LLP
Suite 3800, P.O. Box 84
Royal Bank Plaza, South Tower
200 Bay Street,
Toronto, Ontario M5J 2Z4
Virginia Gauthier
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Tel: (416) 216-4853
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MAY 23 2009
AT 1/A
Lawyers for Deloitte & Touche, in its capacity as interim receiver and receiver and manager of Respondents

DRGCT01K: 145916411

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U.S. Bankruptcy Court
U.S. Courthouse
Room 1126
517 East Wisconsin Ave.
Milwaukee, WI 53202-4581

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Peter C. Blain
Heinart Boerner Van Deuren S.C.
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