

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION AGREEMENT OF REEL/FRAME 3511/0663		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HBK INVESTMENTS L.P.		07/02/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	10th LANE FINANCE CO., LLC, as Successor Agent		
Street Address:	757 Third Avenue, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3387583	PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS	
Registration Number:	3387584	PACKAGING PLUS	
Registration Number:	2316674	GEO SPRING	
Registration Number:	2151860	U-PAD	
Registration Number:	1956893	XEROSTAT	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$140.00 3387583

ATTORNEY DOCKET NUMBER:	038940-0017
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	07/22/2009
Total Attachments: 6 source=Packaging Plus - Assignment and Assumption#page1.tif source=Packaging Plus - Assignment and Assumption#page2.tif source=Packaging Plus - Assignment and Assumption#page3.tif source=Packaging Plus - Assignment and Assumption#page4.tif source=Packaging Plus - Assignment and Assumption#page5.tif source=Packaging Plus - Assignment and Assumption#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This Intellectual Property Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") is dated as of July 2, 2009 and is entered into by and between HBK Investments L.P., a Delaware limited partnership (the "Existing Agent"), and 10th Lane Finance Co., LLC, a Delaware limited liability company, as the successor in interest to the Existing Agent (the "Successor Agent"), and is made with reference to (i) the Security Agreement, dated as of March 30, 2007 (the "Security Agreement"), among Berkley Industries, LLC, a California limited liability company ("Parent"), Packaging Plus, LLC, a California limited liability company ("PPL"), RSVP Operations LLC, a California limited liability company ("RSVP"), Berkley PPI Utah Inc., a California corporation ("Utah"), Berkley PPI Printing Inc., a California corporation ("Printing"), and Berkley PPI Inc., a California corporation ("PPI" and together with Parent, PPL, RSVP, Utah and Printing, each a "Grantor" and collectively, the "Grantors") and the Successor Agent, (ii) the Patent Security Agreement, dated as of March 30, 2007 (the "Patent Security Agreement"), among each Grantor and the Successor Agent and (iii) the Trademark Security Agreement, dated as of March 30, 2007 (the "Trademark Security Agreement" and together with the Security Agreement and the Patent Security Agreement, the "Intellectual Property Security Agreements"), among each Grantor and the Successor Agent. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement.

WHEREAS, pursuant to (a) the Trademark Security Agreement recorded with the U.S. Patent and Trademark Office on March 30, 2007 at Reel/Frame No. 3511/0663, (b) the Patent Security Agreement recorded with the U.S. Patent and Trademark Office on March 30, 2007 at Reel/Frame No. 019094/0132 and (c) the Security Agreement, each Grantor granted to the Existing Agent a security interest in and to all of its right, title and interest in and to all of its Copyrights, Intellectual Property Licenses, Patents and Trademarks, including all goodwill associated with all of the foregoing and proceeds of any and all of the foregoing, including, without limitation, the Patents and Trademarks set forth on Schedule I;

NOW, THEREFORE, the Existing Agent hereby irrevocably assigns to the Successor Agent, in its capacity as Agent for the Lender Group, without recourse, and the Successor Agent hereby assumes from the Existing Agent, the interest in and to the Existing Agent's rights under the Intellectual Property Security Agreements as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption Agreement shall be the date of execution hereof by all parties hereto (the "Effective Date"). Following the execution of this Assignment and Assumption Agreement, it will be delivered to the Successor Agent for recording by the Successor Agent with the U.S. Patent and Trademark Office pursuant to the Intellectual Property Security Agreements.

From and after the Effective Date, (A) the Successor Agent shall be a party to the Intellectual Property Security Agreements and, to the extent provided in this Assignment and Assumption Agreement, have the rights and obligations of "Agent" thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (B) the Existing Agent

shall, to the extent provided in this Assignment and Assumption Agreement, relinquish its rights under the Intellectual Property Security Agreements.


This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

10th LANE FINANCE CO., LLC,
a Delaware Limited Liability Company, as the Successor Agent

By: **10th LANE PARTNERS, LLC, its sole member**

By: 
Name: **QUINN MORGAN**
Title: **AUTHORIZED SIGNATORY**

Accepted:

HBK INVESTMENTS L.P.,
a Delaware limited partnership, as the Existing Agent

By: **HBK Services LLC, its Subadvisor**

By: _____
Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers.

10th LANE FINANCE CO., LLC,
a Delaware Limited Liability Company, as the Successor Agent


By: 10th LANE PARTNERS, LLC, its sole member

By: _____
Name:
Title:

Accepted:

HBK INVESTMENTS L.P.,
a Delaware limited partnership, as the Existing Agent

~~By: HBK Services LLC, its Subadvisor~~

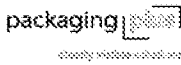
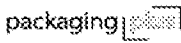
By:  _____
Authorized Signatory
Kevin A. O'Neal

Schedule I

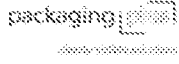
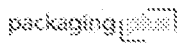
U.S. Patents:

Title	Issue Date	Patent No.
Packaging for pens	12/5/2000	D434647
Packaging for fragile articles	7/13/1999	5226543
Packaging for fragile articles having controlled collapsibility	1/31/1995	5385232
Spring system end cap for packaging fragile articles within shipping cartons	9/1/1998	5799796
Fragility packaging article with controlled resiliency	9/26/2000	6123200
Thermoformed fragility packaging	11/7/2000	6142304
Packaging for fragile items	1/11/2005	6840381
Modified spring system end cap for packaging fragile articles within shipping cartons	11/7/2006	7131617
Packaging for fragile items	11/14/2006	7134553
Packaging for fragile articles within container	5/14/1996	RE37253 5515976

U.S. Trademarks:

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS 	U.S. Federal	REGISTERED	77055012 01-DEC-2006	3387583 26-FEB-2008
PACKAGING PLUS 	U.S. Federal	REGISTERED	77055046 01-DEC-2006	3387584 26-FEB-2008
GEO SPRING	U.S. Federal	REGISTERED	75649337 01-MAR-1999	2316674 08-FEB-2000
U-PAD	U.S. Federal	RENEWED (REGISTERED)	75170742 24-SEP-1996	2151860 21-APR-1998
XEROSTAT	U.S. Federal	RENEWED (REGISTERED)	74802558 07-MAY-1992	1956893 13-FEB-1996
U-PAD	U.S. Federal	REGISTERED	75170742 24-SEP-1996	2151860 21-APR-1998

Foreign Trademarks:

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
PACKAGING PLUS CLEARLY VISIBLE SOLUTIONS 	Benelux	REGISTRATION (REGISTERED)	1135787 24-MAY-2007	836634 17-JAN-2008
PACKAGING PLUS 	Benelux	REGISTRATION (REGISTERED)	1135786 24-MAY-2007	836633 17-JAN-2008
PACKAGING PLUS	China	UNPUBLISHED APPLICATION	6081938 31-MAY-2007	

Trademark	Database	Status	Application No. Application Date	Registration No. Registration Date
		(PENDING)		
PACKAGING PLUS	China	UNPUBLISHED APPLICATION (PENDING)	6081936 31-MAY-2007	
PACKAGING PLUS	China	UNPUBLISHED APPLICATION (PENDING)	6081937 31-MAY-2007	
PACKAGING PLUS	China	UNPUBLISHED APPLICATION (PENDING)	6081939 31-MAY-2007	
PACKAGING PLUS	China	UNPUBLISHED APPLICATION (PENDING)	6081934 31-MAY-2007	
PACKAGING PLUS	China	UNPUBLISHED APPLICATION (PENDING)	6081933 31-MAY-2007	
STRAPMATE	New Zealand	REGISTRATION	258316 30-JAN-1996	258316 09-NOV-1998

State Trademarks:

Trademark	Database	Status	Registration No. Registration Date
PP	U.S. State Ohio	REGISTERED	8015 08-AUG-1977
PP	U.S. State Ohio	REGISTERED	2729 08-AUG-1977