

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/13/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tote Systems International, LP		04/13/2006	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	IBC Holdings, LP		
Street Address:	13355 Noel Rd., Suite 1750		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78611985	INTERNATIONAL BULK CONTAINMENT SYSTEMS	
Registration Number:	0517618	TOTE	
Registration Number:	0783179	TOTE	
Registration Number:	0882345	TOTE SYSTEMS	
Registration Number:	0757903	TOTE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(214)978-3099		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(214) 978-3000		
Email:	angela.l.young@bakernet.com		
Correspondent Name:	Baker & McKenzie LLP		
Address Line 1:	2001 Ross Ave., Suite 2300		
Address Line 4:	Dallas, TEXAS 75201		

CH \$140.00 78611985

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REEL: 004051 FRAME: 0933

ATTORNEY DOCKET NUMBER:	24213850-000003
NAME OF SUBMITTER:	Heiko E. Burow
Signature:	/Heiko E. Burow/
Date:	08/24/2009
<p>Total Attachments: 5</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p> <p>source=Assignment#page3.tif</p> <p>source=Assignment#page4.tif</p> <p>source=Assignment#page5.tif</p>	

## ASSIGNMENT

This ASSIGNMENT (this "Assignment") is made effective as of April 13, 2006 (the "Effective Date"), between and among Tote Systems International, LP ("Assignor") and IBC Holdings, LP ("Assignee"), and is being entered into pursuant to the Asset Purchase Agreement dated as of April 13, 2006 (the "Purchase Agreement") to which Assignee and Assignor are parties.

WHEREAS, in and pursuant to the Purchase Agreement, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all right, title and interest in and to the trademarks, service marks, and/or trade names set forth in *Schedule 1* to this Assignment, all goodwill associated with any of such trademarks, service marks, and/or trade names existing anywhere in the world, all applications and registrations for any such trademark, service mark, and/or trade name (including, without limitation, those set forth in *Schedule 1* to this Assignment), and all legal rights, title or interest in all of the foregoing arising under any federal, state, local, municipal, foreign, international, multinational or other constitution, law, statute, treaty, rule, regulation, ordinance, code, binding case law or principle of common law, whether or not filed, perfected, registered or recorded (all of the foregoing collectively, the "Marks");

NOW, THEREFORE, in consideration of the payment of ten U.S. Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, and Assignee purchases, acquires, and receives from Assignor, all rights, title and interest in and to the Marks, all of them to be held and enjoyed by Assignee, its successors, heirs and assigns on and as of the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold all rights, title and interest in and to the Marks and any right therein and thereof, including, without limitation, the right to, directly or indirectly, exercise, exploit, license out, assign, transfer, convey, commercialize, or otherwise enjoy any and all rights and benefits encompassed by or resulting from any and all of the Marks, all in Assignee's sole discretion, including, but not limited to, the exploitation, licensing out, assignment, transfer, conveyance, commercialization, enjoyment, and exercise of any economic and non-economic rights using, utilizing or based on the Marks and/or any right thereof. Assignor shall not retain, whether expressly, by implication, estoppel or otherwise, any right, title or interest in and to any or all of the Marks or any right therein or thereof. For the avoidance of doubt, Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate and/or continue any action, litigation, arbitration or other proceeding, and seek, enforce, and benefit from any right, remedy and/or award, in connection with any or all of the Marks, or any infringement, theft or violation thereof, whether such rights, remedies or infringement are based on any acts, omission or conduct prior to, on or after the Effective Date, and (ii) file, continue, discontinue, prosecute, or abandon any application for registration of any Marks, and (iii) obtain, maintain, cancel, or let expire any registration of any Marks.

If and to the extent requested by Assignee, Assignor shall cause, and hereby authorizes, the trademark office, domain name registrar, and similar or comparable agency, office, register, or registrar in any country or jurisdiction to record Assignee as the sole and exclusive owner of any application, patent and/or registration covering the Marks, and to issue any registration, certificate, document or process in such country or jurisdiction, or issue process, presently pending or existing in the future, for any such application and/or registration in the name and for the benefit of Assignee only.

Upon Assignee's request, Assignor shall provide any assistance, including, without limitation, providing any information and documents, executing any documents and affidavits, providing any

testimony, and/or rendering any other assistance, as is necessary or useful for Assignee to secure and perfect sole and exclusive ownership of, and obtain registrations in the name of solely Assignee or a third party designated by Assignee, for the Marks and/or any right therein or thereof, and to otherwise fully effect and implement the provisions in this Assignment.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful agent and attorney-in-fact, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, to demand, receive and collect any and all of the Marks and to give receipts and releases for and in respect of the same, and from time to time to institute and prosecute in Assignor's name, or otherwise for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee or its successors or assigns may deem proper for the collection or recovery of any of the Marks or for the collection and enforcement of any claim or right of any kind hereby sold, assigned, conveyed and transferred, or intended so to be, and to take any other actions and make, sign, execute, acknowledge and deliver any documents and instruments as may from time to time be necessary or appropriate to assign to Assignee and its successors and assigns the Marks and all rights granted to Assignee under the Purchase Agreement. Assignor declares that the foregoing powers are coupled with an interest and are and will be irrevocable by Assignor or by its dissolution or in any manner or for any reason whatsoever. Nothing in this paragraph will be deemed a waiver of any remedies otherwise available.

Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of Assignor and Assignee as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected. This Assignment shall be binding upon Assignor and all of Assignor's successors, heirs and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors, heirs and assigns. Except to the extent that U.S. federal law (or outside the U.S., any foreign law) preempts state law with respect to the matters covered by this Assignment, this Assignment is governed by the laws of the State of Texas, without regard to any conflict of laws provisions that may require the application of any other law.

This Assignment shall not be deemed to limit, alter, impair, defeat, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, including any and all of its schedules and exhibits, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall prevail.


[Signature page follows]

The parties have executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

**ASSIGNOR:**

Tote Systems International, LP

RMA Tote General, LLC, its general partner

By:  \_\_\_\_\_  
Roger M. Ames, President

**ASSIGNEE:**

IBC Holdings, LP

By: Tote LS, LLC, its general partner

By: \_\_\_\_\_  
Arthur Hollingsworth, President

The parties have executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

**ASSIGNOR:**

Tote Systems International, LP

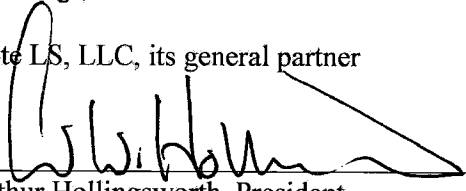
RMA Tote General, LLC, its general partner

By: \_\_\_\_\_  
Roger M. Ames, President

**ASSIGNEE:**

IBC Holdings, LP

By: Tote LS, LLC, its general partner

By:  \_\_\_\_\_  
Arthur Hollingsworth, President

## **SCHEDULE 1**

### **Marks**

The term "Marks" includes, without limitation, the following:

- TOTE
- **TOTE**
- TOTE SYSTEMS
- INTERNATIONAL BULK CONTAINMENT SYSTEMS

and the following registrations and applications:

- U.S. Registration No. 517,618 (TOTE & Design)
- U.S. Registration No. 783,179 (TOTE)
- U.S. Registration No. 882,345 (TOTE SYSTEMS)
- U.S. Registration No. 757,903 (TOTE SYSTEMS)
- Canada Registration No. 148,876 (TOTE)
- Canada Registration No. 161,018 (TOTE SYSTEMS)
- Argentina Registration No. 1,610,386 (TOTE & Design)
- Brazil Registration No. 7197322 (TOTE)
- Mexico Registration No. 161900 (TOTE)
- U.S. Serial No. 78/611,985 (INTERNATIONAL BULK CONTAINMENT SYSTEMS)
- Switzerland Application No. 58525/2005 (INTERNATIONAL BULK CONTAINMENT SYSTEMS)
- CTM Application No. 004660569 (INTERNATIONAL BULK CONTAINMENT SYSTEMS)