

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
BRPP, LLC		08/26/2009	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tarvis Technology Limited		
<b>Street Address:</b>	46 Deuxberry Avenue		
<b>City:</b>	Northcote, Auckland		
<b>State/Country:</b>	NEW ZEALAND		
<b>Entity Type:</b>	COMPANY: NEW ZEALAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1824392	CRUSH-PAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303.473.2700		
<b>Email:</b>	docket@hollandhart.com		
<b>Correspondent Name:</b>	Ester Martin Maillaro		
<b>Address Line 1:</b>	P.O. Box 8749		
<b>Address Line 2:</b>	Attn: Tracy Baker		
<b>Address Line 4:</b>	Denver, COLORADO 80201		
<b>ATTORNEY DOCKET NUMBER:</b>	54912.0001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Scott S. Havlick		
<b>Address Line 1:</b>	P.O. Box 8749		

OP \$40.00 1824392

**900144575**

**TRADEMARK  
 REEL: 004073 FRAME: 0253**

Address Line 2: Attn: Tracy Baker  
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:	Ester Martin Maillaro
Signature:	/Ester Martin Maillaro/
Date:	10/05/2009

**Total Attachments: 4**  
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**SCHEDULE  
ASSIGNMENT**

**BRPP, LLC  
TARVIS TECHNOLOGY LIMITED**

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**ASSIGNMENT OF TRADE MARK RIGHTS**

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## PARTIES

**BRPP, LLC**, a company incorporated in North Carolina of Suite 1100, 1 West Pack Square, Asheville, North Carolina 28801, United States of America (“BRPP”)

**TARVIS TECHNOLOGY LIMITED**, a company incorporated in New Zealand whose registered office is located at 46 Deuxberry Avenue, Northcote, Auckland, New Zealand (“Tarvis”)

## INTRODUCTION

- A. BRPP is the owner of the Trade Marks Rights and Goodwill.
- B. BRPP has agreed to assign to Tarvis, and Tarvis has agreed to take an assignment of, the Trade Mark Rights and Goodwill, on the terms set out in this Agreement.

## AGREEMENT

### 1. DEFINITIONS

- 1.1 In this Agreement, including the Introduction, the following words will have the following meanings:

“**Agreement**” means this Agreement;

“**Effective Date**” means the date of signing by both parties of this Agreement;

“**Copyright**” means any and all copyright, and all rights in the nature of copyright, in the Trade Mark in all forms of stylisation in which they have been used;

“**Goodwill**” means the goodwill symbolised by and associated with the Trade Mark, including the whole of the goodwill arising from the use of the Trade Mark, but not the whole of the goodwill of the business of BRPP;

“**Territory**” means the United States of America;

“**Trade Mark Rights**” means the Trade Mark and Copyright; and

“**Trade Mark**” means the trade mark CRUSH-PAK (including the United States trade mark registration 1824392 for that trade mark).

### 2. ASSIGNMENT

- 2.1 **Assignment:** For good and valuable consideration, BRPP hereby transfers and assigns to Tarvis from the Effective Date absolutely all of its rights, title and interest in and to:
  - (a) the Trade Mark Rights; and
  - (b) the Goodwill.

2.2 **Rights of action:** The assignments effected by clause 2.1 include, without limitation, the assignment and transfer of all rights of action, powers and benefits arising from the ownership of the Trade Mark Rights and Goodwill including, without limitation, the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising before, on or after the date of this Agreement.

3. **FURTHER ACTIONS**

3.1 If requested by Tarvis BRPP will, at Tarvis's expense, execute all documents, give such assistance and do all other acts and things as may be necessary or desirable to:

- (a) record this assignment on any trade marks register in the Territory;
- (b) prosecute, maintain, renew, enforce and defend the Trade Mark Rights; or
- (c) otherwise carry out the purposes and intent of this Agreement.

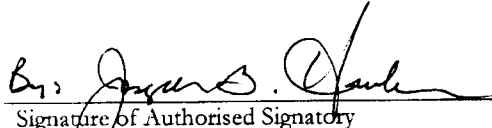
4. **GENERAL**

4.1 **Waiver:** No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege under this Agreement

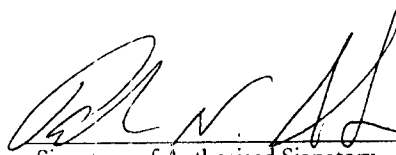
4.2 **Governing law:** The formation, validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have non-exclusive jurisdiction to hear and determine all disputes under or in connection with this Agreement. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-conveniens or any similar grounds.

**SIGNED**

SIGNED on behalf of BRPP, LLC by:

  
\_\_\_\_\_  
Signature of Authorised Signatory  
**Joseph B. Hanks**  
\_\_\_\_\_  
Name of Authorise Signatory  
**8.26.2009**  
\_\_\_\_\_  
Date

SIGNED on behalf of TARVIS  
TECHNOLOGY LIMITED by:



Signature of Authorised Signatory

Paul N. Adams

Name of Authorised Signatory

12<sup>th</sup> August 2009

Date