

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Assignment and Transfer of Rights	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse		11/05/2009	Bank: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIG Combibloc Systems GmbH		
<b>Street Address:</b>	Rurstrasse 58		
<b>City:</b>	Linnich		
<b>State/Country:</b>	GERMANY		
<b>Postal Code:</b>	52441		
<b>Entity Type:</b>	COMPANY: GERMANY		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2756020	COMBIFIT	
Registration Number:	2774398	COMBILIFT	
Registration Number:	2784164	COMBISHAPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Dagmar Tricot, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	23091-1040		
<b>DOMESTIC REPRESENTATIVE</b>			

CH \$90.00 2756020

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Dagmar Tricot

Signature:

/Dagmar Tricot/

Date:

11/19/2009

Total Attachments: 5

source=23072007#page1.tif

source=23072007#page2.tif

source=23072007#page3.tif

source=23072007#page4.tif

source=23072007#page5.tif

ASSIGNMENT AND TRANSFER OF RIGHTS IN TRADEMARKS

This ASSIGNMENT AND TRANSFER OF RIGHTS IN TRADEMARKS, dated as of ~~November 5~~, 2009 (the "Assignment"), from Credit Suisse, having a principal place of business at 1 Cabot Square, London E14 4QJ, United Kingdom, as security trustee (the "Security Trustee") for itself and certain banks and financial institutions that are parties to a certain Senior Facilities Agreement, dated as of May 11, 2007 (the "Senior Facilities Agreement"), to SIG Combibloc Systems GmbH, a company organized under the laws of the Federal Republic of Germany, having its business address at Rurstrasse 58, 52441 Linnich, Germany (the "Transferor"). Capitalized terms used herein without definition are used as defined in the Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Security Transfer and Assignment Agreement Regarding Intellectual Property Rights, dated as of September 12, 2007 (as amended, supplemented or otherwise modified from time to time, the "Agreement"), made between the Transferor and the Security Trustee, the Transferor assigned and transferred to the Security Trustee, in its capacity as Security Trustee for the benefit of the Secured Parties, the Collateral, including certain Trademarks, as security for the Secured Parties' respective claims against the Obligors under or in connection with certain Finance Documents;

WHEREAS, the Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 10, 2007, at Reel 003674, Frame 0552; and

WHEREAS, in connection with the termination of the Senior Facilities Agreement, the Transferor has requested that the Security Trustee assign and transfer to the Transferor all of the Security Trustee's rights in the Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Security Trustee hereby states as follows:

1. Assignment. The Security Trustee hereby unconditionally and irrevocably assigns and transfers to the Transferor all of the Security Trustee's rights in the Trademarks, including those listed on Schedule I, and any right, title or interest of the Security Trustee in such Trademarks shall hereby cease and become void. The assignment and transfer hereunder shall be without recourse to, or representation or warranty by, the Security Trustee.

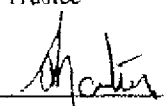
2. Further Assurances. The Security Trustee shall execute and deliver to the Transferor all other documents and take all other actions necessary or reasonably desirable for the assignment and transfer contemplated by this Assignment.

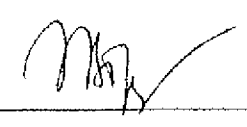
3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first above written.

CREDIT SUISSE  
as Security Trustee

By   
Name:  
Title: **Steve Martin  
Vice President**

By   
Name:  
Title: **Irina Borisova  
Vice President**

ACKNOWLEDGED AND AGREED TO:

SIG COMBIBLOC SYSTEMS GMBH  
as Transferor

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

23072007v4

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized officer as of the date first above written.

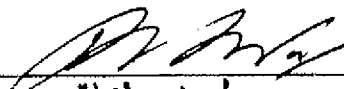
CREDIT SUISSE  
as Security Trustee

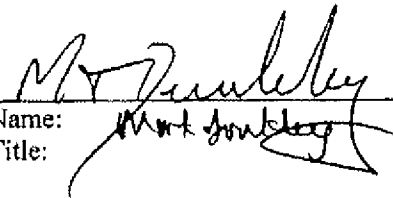
By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED TO:

SIG COMBIBLOC SYSTEMS GMBH  
as Transferor

By  \_\_\_\_\_  
Name: Philip Weck  
Title:

By  \_\_\_\_\_  
Name: Mark Joubert  
Title:

SCHEDULE I

Trademark Registrations

<b>Trademark</b>	<b>Registration Number</b>
COMBIFIT	2756020
COMBILIFT	2774398
COMBISHAPE	2784164

23072007v4