## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SERTAPAK USA, INC.		05/29/2009	CORPORATION: MICHIGAN

## **RECEIVING PARTY DATA**

Name:	SERTAPAK PACKAGING CORPORATION	
Street Address:	6400 Northam Drive	
City:	Mississauga	
State/Country:	CANADA	
Postal Code:	L4V 1J1	
Entity Type:	CORPORATION: ONTARIO	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2169855	SERTAPAK
Registration Number:	2099936	SERVICE BY DESIGN

## **CORRESPONDENCE DATA**

Fax Number: (216)583-7087

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2165837000

Email: ecaja@ulmer.com

Correspondent Name: Edward F Caja

Address Line 1: 1660 West 2nd Street Suite 1100
Address Line 4: Cleveland, OHIO 44113-1448

ATTORNEY DOCKET NUMBER: 24938-0018

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

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Address Line 2: Address Line 3: Address Line 4:			
NAME OF SUBMITTER:	Edward F. Caja		
Signature:	/Edward F. Caja/		
Date:	12/23/2009		
Total Attachments: 3 source=Trademark_Assignment_Agreement#page1.tif source=Trademark_Assignment_Agreement#page2.tif source=Trademark_Assignment_Agreement#page3.tif			

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## TRADE-MARKS ASSIGNMENT AGREEMENT

THIS AGREEMENT dated the 29th day of May, 2009

#### BETWEEN:

## SERTAPAK USA INC.

7 West Square Lake Road Bloomfield Hills, Michigan 48302

3099 Barry Drive Portland, Tennessee 45140 (hereinafter referred to as "Assignor")

OF THE FIRST PART

- and -

## SERTAPAK PACKAGING CORPORATION

6400 Northam Dirve Mississauga, ON L4V 1J1 (hereinafter referred to as "Assignee")

# OF THE SECOND PART

WHEREAS under and by virtue of an agreement of purchase and sale, dated as of the 5<sup>th</sup> day of May, 2009 between the Sertapak Inc. and the Assignee, Sertapak Inc. agreed to sell to the Assignee certain assets as more particularly described in the said agreement (the "Transaction");

AND WHEREAS the Assignor is a wholly-owned subsidiary of Sertapak Inc.;

AND WHEREAS the Transaction includes certain trade mark rights, including the trade marks described in Schedule "Å" attached hereto (the "Trade-marks") which are registered in the name of the Assignor but are and always have been held by the Assignor for Sertapak Inc., as beneficial owner thereof, and Sertapak Inc. has requested the Assignor to transfer the Trade Marks to the Assignee as herein provided;

**AND WHEREAS** the Assignee is desirous of acquiring the right to use the Trade Marks;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration now paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby sells, assigns, and transfers to the Assignee the whole right, title, goodwill and interest of the Assignor in and to the Trade-marks and the registrations thereof, the

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same to be held as fully by the Assignee as the same would have been held by the Assignor had this Assignment not been made.

- 2. The Assignor covenants and agrees with the Assignee, its successors, and assigns, that it will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Trade-marks hereby assigned and transferred in accordance with the terms hereof.
- 3. The Assignee hereby appoints Aylesworth LLP whose full post office address in Canada is P.O. Box 124, 18<sup>th</sup> Floor, 222 Bay Street, Toronto, Ontario M5K 1H1 as the firm to which any notice in respect of any application or registration may be sent, and upon which service of any proceedings in respect of any application or registration may be given or served with the same effect as if they had been given to or served upon the Assignor
- 4. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed by the Assignor and the Assignee on the day and the year first above written.

SERTAPAK USA INC.

By:

C.J. David Nettleton

SERTAPAK PACKAGING CORPORATION

By:

Joseph Jeyanayagam, Secretary

& Treasurer

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# SCHEDULE "A"

Trade Mark

**USA** Registration Number

1. SERTAPAK

2169855

2 SERVICE BY DESIGN

2099936

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**RECORDED: 12/23/2009**