

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation		03/31/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	InnoWare Plastic, Inc. (and InnoWare Paper, Inc. for Reel/Frame 3905/0948)		
<b>Street Address:</b>	225 Peachtree Street		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2033478	OCTAVIEW	
Registration Number:	2203080	OCTAWAVE	
Registration Number:	2211712	ISOBOX	
Registration Number:	2683923	MICROSTAR	
Registration Number:	2601820	CREATIVE CARRYOUTS	
Registration Number:	2553529	LUMISTAR	
Registration Number:	2821753	OCTABOWL	
Registration Number:	3062243	MONSTERBOX	
Registration Number:	3024269	FINISHING TOUCH	
Registration Number:	3335029	EXPRESSIONS	
Registration Number:	3335031	EXPRESSIONS	
Registration Number:	3374393	ECO	
Registration Number:	3374388	ECO RETURN TO NATURE	

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**TRADEMARK**  
**REEL: 004180 FRAME: 0964**

Registration Number:	3329504	READY ROLL
Registration Number:	3339909	READY ROLL
Serial Number:	78963896	INNOWARE
Serial Number:	77113941	INNOWARE
Registration Number:	3591984	JUST LIKE LINEN
Serial Number:	77374472	ARTSTYLE
Serial Number:	78957623	
Serial Number:	78957612	
Serial Number:	78943529	SMARTSEAL SOLUTIONS
Serial Number:	78943546	SMARTSEAL SOLUTIONS

#### CORRESPONDENCE DATA

Fax Number: (312)827-8185

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

Email: chicago.trademarks@klgates.com,  
valerie.swanson@klgates.com

Correspondent Name: K&L Gates LLP

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	3715205-13
NAME OF SUBMITTER:	Jude Sullivan
Signature:	/jude sullivan/
Date:	04/06/2010

#### Total Attachments: 10

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## RELEASE

THIS RELEASE (this "Release"), dated as of March 31, 2010, is made by GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (in such capacity, the "Agent") under the Credit Agreement dated as of August 31, 2006 by and among InnoWare Paper, Inc. ("InnoWare Paper") and InnoWare Plastic, Inc. ("InnoWare Plastic"), as borrowers, the other Credit Parties referenced therein, the Agent and the lenders from time to time party thereto (the "Lenders") (as amended, the "Credit Agreement"; capitalized terms used and not otherwise defined herein having the meanings given thereto in the Credit Agreement).

The Agent, on behalf of itself, each Lender and each other Secured Party (as defined in the Guaranty and Security Agreement referred to in the Credit Agreement), pursuant to Section 13 of the Limited Consent and Second Amendment to Credit Agreement (the "Amendment") dated on or about the date hereof among the Agent and InnoWare Plastic, InnoWare Paper, InnoWare Plastic Holding Company, Inc. ("Plastic Intermediate Holdco"), InnoWare Paper Holding Company, Inc. and InnoWare, LLC ("Holdings"), and for the benefit of InnoWare Plastic and Plastic Intermediate Holdco (InnoWare Plastic and Plastic Intermediate Holdco, the "Released Credit Parties") and each of the other foregoing entities (such entities, the "Credit Parties"), hereby:

(i) releases each of the Released Credit Parties from any and all indebtedness, obligations and liabilities pursuant to the following (collectively, the "Loan Documents"): the Credit Agreement, the other Loan Documents (including but not limited to the Notes, the Guaranty and Security Agreement, each Mortgage, the Trademark Security Agreement dated as of September 1, 2006 made by InnoWare Plastic in favor of the Agent (the "Trademark Security Agreement"), the Patent Security Agreement dated as of September 1, 2006 made by InnoWare Plastic in favor of the Agent (the "Patent Security Agreement") and each other Collateral Document) and any and all other agreements, documents and instruments related thereto; and agrees that neither of the Released Parties shall be deemed to be a borrower, a credit party, a guarantor, a grantor or an obligor of any other type or description under any of the Loan Documents, notwithstanding any other provision thereof;

(ii) agrees that the Guaranty and Security Agreement, each Mortgage, the Trademark Security Agreement, the Patent Security Agreement and each other Collateral Document and any and all other liens, mortgages, deeds of trust, security agreements, security interests, pledges, charges, encumbrances and assignments (collectively, "Liens") granted to the Agent under the Loan Documents (a) by the Released Credit Parties on or with respect to any or all property or assets of the Released Credit Parties, including but not limited to the assets and property described on Schedule 1 hereto but in all events excluding the "Marks" described in that certain Trademark Assignment dated March 29, 2010 by InnoWare Plastic in favor of InnoWare Paper (all of the foregoing property and assets of the Released Credit Parties, collectively (but excluding such "Marks"), the "Released Assets") or (b) by Holdings, solely with respect to any Stock or Stock Equivalents of Plastic Intermediate Holdco and InnoWare Plastic and any certificates representing such Stock or Stock Equivalents, shall (in the case of the foregoing clause (a) and clause (b)) automatically be, and hereby are, released, and all right, title and interest in and to any such Released Assets (and, with respect to Holdings, Stock or Stock

Equivalents referred to in the foregoing clause (b)), that was subjected to a Lien or that was pledged from time to time under the Loan Documents shall automatically revert to the Released Credit Parties (or, with respect to such Stock or Stock Equivalents, to Holdings), in each case without delivery of any further document or instrument or performance of any act by any person or entity; and

(iii) agrees to execute and deliver such additional documents and instruments and perform such further acts as may be reasonably required or desirable to carry out or perform the foregoing provisions of this Release, provided, that (i) all reasonable costs and expenses incurred in connection therewith shall be paid by the Released Parties and the Credit Parties (provided that, as between any of the Released Parties and Credit Parties, such payment requirement shall not be deemed to alter any rights or obligations under any other agreement); and (ii) all such documents and instruments shall be delivered without representation or warranty by the Agent; and, without limiting the generality of the foregoing, the Agent (a) authorizes the filing of UCC-3 (and, if appropriate, UCC-2) termination statements with respect to any and all Uniform Commercial Code filings made against the Released Credit Parties in connection with the Loan Documents (including but not limited to UCC-1 financing statement no. 63035631 in the State of Delaware and UCC-1 financing statement no. 200603558818 in the State of Florida); (b) agrees to execute and deliver, and authorizes the filing and recording of, a satisfaction or equivalent document in respect of the Deed to Secure Debt, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by InnoWare Plastic with respect to the real property located at 2260 Delray Road, Thomaston, Georgia; (c) agrees to execute and deliver patent security agreement releases and trademark security agreement releases in respect of the items described on Schedule 4(m)(iii) of the Stock Purchase Agreement dated on or about the date hereof referenced in the Amendment, except the "Marks" referred to in clause (ii) above; and (d) agrees to deliver, as directed by the Credit Parties, any and all certificates representing Stock or Stock Equivalents of Plastic Intermediate Holdco or InnoWare Plastic and any and all other certificates, instruments or documents representing pledged equity or other pledged collateral constituting Released Assets.

*[Signature page follows.]*

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This Release is executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By: 

Name: Dean Jaffe  
Title: Duly Authorized Signatory

*[Signature Page to Release]*

**TRADEMARK**  
**REEL: 004180 FRAME: 0968**

## Schedule 1 to Release

(a) All equipment (including all media and broadcasting equipment and all software, whether or not the same constitutes embedded software, used in the operation thereof) in all of its forms all parts thereof and all accessions and additions thereto and substitutions and replacements thereof;

(b) all inventory in all of its forms (including, but not limited to, (i) all goods held by the Released Credit Parties for sale or lease or to be furnished under contracts of service or so leased or furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in the Released Credit Parties' business, (iii) all goods in which the Released Credit Parties have an interest in mass or a joint or other interest or right of any kind, (iv) all goods that are returned to or repossessed or stopped in transit by the Released Credit Parties, or rejected or refused by an account debtor, and (v) all accessions and additions thereto and products thereof);

(c) all negotiable documents of title (including without limitation warehouse receipts, dock receipts and bills of lading);

(d) all accounts (including, without limitation, healthcare insurance receivables), contract rights, chattel paper (including, without limitation, electronic chattel paper), documents, instruments (including, without limitation, promissory notes), general intangibles and other rights and obligations of any kind, and all rights in, to and under all security agreements, leases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations;

(e) all deposit accounts and all amounts deposited or credited to such accounts and all investment property (including, without limitation, certificated and uncertificated securities, securities accounts, security entitlements, commodity accounts, and commodity contracts);

(f) all intellectual property and all franchise rights, franchise agreements, technical processes, and all governmental approvals and all proceeds thereof in whatever form and all goodwill associated with any of the Released Assets;

(g) to the extent not included in paragraphs (a) through (f) above, all other general intangibles (including without limitation, payment intangibles, software, tax refunds, rights to payment or performance, choses in action and judgments taken on any rights or claims included in the Released Assets), letter-of-credit rights, letters of credit, money, supporting obligations and commercial tort claims;

(h) to the extent not included in any other paragraph of this Schedule 1, all goods, and all plant fixtures, business fixtures and other fixtures and storage and office facilities, furniture, vehicles, and all accessions and additions thereto and products thereof, and all

computer programs embedded in goods (whether or not such goods consist solely of the medium in which the program is embedded) and any supporting information;

(i) all supporting evidence and documents relating to any of the above-described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of the Released Credit Parties to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained; and

(j) all proceeds, products, rents and profits of or from any and all of the foregoing property and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing property. For purposes hereof, the term "proceeds" includes whatever is receivable (such term to include accounts, as that term is defined in the Uniform Commercial Code or received when property or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

**GENERAL ELECTRIC CAPITAL CORPORATION**  
**HOLDING SECURITY INTEREST IN INTELLECTUAL PROPERTY OF**  
**INNOWARE PLASTICS, INC. AND INNOWARE PAPER, INC.**

**U.S. PATENTS**

<b>TITLE</b>	<b>COUNTRY/STATE</b>	<b>PATENT NUMBER ISSUE DATE</b>	<b>APPLICATION NUMBER FILING DATE</b>	<b>OWNER/ASSIGNMENT</b>
COVERED FOOD TRAY	UNITED STATES	D373,931 September 24, 1996	43,226 August 30, 1995	Assignee: DeSter Corporation
COVERED FOOD TRAY	UNITED STATES	D375,259 November 5, 1996	43,300 August 31, 1995	Assignee: DeSter Corporation
COVERED FOOD DISH	UNITED STATES	D418,371 January 4, 2000	29/088,750 June 1, 1998	Assignee: DeSter Corporation
CONTAINER HAVING SINGLE CYCLE HINGE AND USE THEREOF	UNITED STATES	6,572,909 June 3, 2003	09/563,520 May 3, 2000	Assignee: DeSter Corporation
COVERED FOOD DISH	UNITED STATES	D489,254 May 4, 2004	29/171,989 December 3, 2002	Assignee: DeSter Corporation
FOOD TRAY	UNITED STATES	D563,727 March 11, 2008	29/261,955 June 22, 2006	Assignee: Innoware Plastic, Inc.
FOOD TRAY	UNITED STATES	D568,687 May 13, 2008	29/261,956 June 22, 2006	Assignee: Innoware Plastic, Inc.
CONTAINER	UNITED STATES	D554,531 November 6, 2007	29/264,072 August 3, 2006	Assignee: Innoware Plastic, Inc.
FOOD TRAY	UNITED STATES	D573,408 July 22, 2008	29/264,071 August 3, 2006	Assignee: Innoware Plastic, Inc.
CONTAINER	UNITED STATES	D554,498 November 6, 2007	29/263,918 July 31, 2006	Assignee: Innoware Plastic, Inc.

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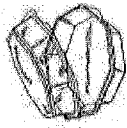
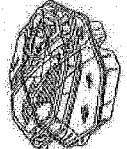



TITLE	COUNTRY/STATE	PATENT NUMBER ISSUE DATE	APPLICATION NUMBER FILING DATE	OWNER/ASSIGNMENT
FOOD TRAY	UNITED STATES	D573,411 July 22, 2008	29/263,917 July 31, 2006	Assignee: Innoware Plastic, Inc.
FOOD TRAY	UNITED STATES	D573,409 July 22, 2008	29/282,371 July 18, 2007	Assignee: Innoware Plastic, Inc.
CONTAINER	UNITED STATES	D578,387 October 14, 2008	29/282,368 July 18, 2007	Assignee: Innoware Plastic, Inc.
CONTAINER	UNITED STATES	D577,995 October 7, 2008	29/284,025 August 29, 2007	Assignee: Innoware Plastic, Inc.
CONTAINER	UNITED STATES	D578,877 October 21, 2008	29/284,032 August 29, 2007	Assignee: Innoware Plastic, Inc.
CONTAINER	UNITED STATES	D571,655 June 24, 2008	29/284,020 August 29, 2007	Assignee: Innoware Plastic, Inc.
FOOD TRAY	UNITED STATES	D596,903 July 28, 2009	29/323,236 August 21, 2008	Assignee: Innoware Plastic, Inc.
FOOD CONTAINER	UNITED STATES	D596,499 July 21, 2009	29/323,244 August 21, 2008	Assignee: Innoware Plastic, Inc.
FOOD CONTAINER (SINGLE CHAMBER)	UNITED STATES	29/350,812 Pending	November 24, 2009	Assignee: Innoware Plastic, Inc.
FOOD CONTAINER (3-CHAMBER)	UNITED STATES	29/350,820 Pending	November 24, 2009	Assignee: Innoware Plastic, Inc.
FOOD TRAY	UNITED STATES	D563,727 March 11, 2008	29/261,955 June 22, 2006	Assignee: Innoware Plastic, Inc.

# U.S. TRADEMARKS

MARK	COUNTRY/STATE	REGISTRATION NUMBER/DATE	SERIAL NUMBER/ FILING DATE	OWNER/ASSIGNMENTS
OCTAVIEW	UNITED STATES	2,033,478 January 28, 1997	74/712,118 August 7, 1995	Owner: Duni Corporation/Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
OCTAWAVE	UNITED STATES	2,203,080 November 10, 1998	74/712,879 August 9, 1995	Owner: Duni Corporation/Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
ISOBOX	UNITED STATES	2,211,712 December 15, 1998	75/251,396 March 4, 1997	Owner: Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
MICROSTAR	UNITED STATES	2,683,923 February 4, 2003	75/495,028 June 2, 1998	Owner: Duni Corporation/Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
CREATIVE CARRYOUTS	UNITED STATES	2,601,820 July 30, 2002	75/840,748 November 4, 1999	Owner: Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
LUMISTAR	UNITED STATES	2,553,529 March 26, 2002	75/854,134 November 19, 1999	Owner: Duni Corporation/Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
OCTABOWL	UNITED STATES	2,821,753 March 26, 2002	78/122,831 April 19, 2002	Owner: Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
MONSTERBOX	UNITED STATES	3,062,243 February 28, 2006 February 28, 2006	78/409,003 April 27, 2004	Owner: Duni Corporation/Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
FINISHING TOUCH	UNITED STATES	3,024,269 December 6, 2005	78/135,534 June 13, 2002	Owner: Duni Corporation/Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
EXPRESSIONS	UNITED STATES	3,335,029 November 13, 2007	78/919,182 June 28, 2006	Owner: Duni Corporation/Innoware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent

MARK	COUNTRY/STATE	REGISTRATION NUMBER/DATE	SERIAL NUMBER/ FILING DATE	OWNER/ASSIGNMENTS
EXPRESSIONS (Stylized)	UNITED STATES	3,335,031 November 13, 2007	78/919,251 June 28, 2006	Owner: Innaware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
ECO (Stylized)	UNITED STATES	3,374,393 January 22, 2008	78/941,458 July 31, 2006	Owner: Innaware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
ECO RETURN TO NATURE	UNITED STATES	3,374,388 3,347,393 January 22, 2008	77/735,359 May 12, 2009	Owner: Innaware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
READY ROLL	UNITED STATES	3,329,504 November 6, 2007	78/946,769 August 7, 2006	Owner: Innaware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
READY ROLL (Stylized)	UNITED STATES	3,339,909 November 20, 2007	78/947,034 August 8, 2006	Owner: Innaware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
ECO RETURN TO NATURE	UNITED STATES	3,374,388 January 22, 2008	78/940,989 July 31, 2006	Owner: Innaware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
INNOWARE	UNITED STATES		78/963,896 August 30, 2006	ABANDONED/DEAD Owner: Innaware Plastic, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
INNOWARE	UNITED STATES		77/113,941 February 22, 2007	ABANDONED/DEAD Owner: Innaware Plastic, Inc./Innoware Paper, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
JUST LIKE LINEN	UNITED STATES	3,591,984 March 17, 2009	77/169,419 April 30, 2007	Owner: Innaware Paper, Inc./Innoware Plastics, Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
ARTSTYLE	UNITED STATES		77/374,472	Owner: Innaware Plastic, Inc./Innoware Paper, Inc.

MARK	COUNTRY/STATE	REGISTRATION NUMBER/DATE	SERIAL NUMBER/ FILING DATE	OWNER/ASSIGNMENTS
			January 17, 2008	Inc. Assignment: General Electric Capital Corporation, as Administrative Agent
 (DESIGN ONLY)	UNITED STATES	2,224,865 2,310,148 April 3, 2008	78/957,612 August 22, 2006	ABANDONED/DEAD Owner: Innware Plastic, Inc.. Assignment: General Electric Capital Corporation, as Administrative Agent
 (DESIGN ONLY)	UNITED STATES	2,224,865 2,310,148 April 3, 2008	78/957,623 August 22, 2006	ABANDONED/DEAD Owner: Innware Plastic, Inc.. Assignment: General Electric Capital Corporation, as Administrative Agent
SMARTSEAL SOLUTIONS	UNITED STATES		78/943,529 August 2, 2006	ABANDONED/DEAD Owner: Innware Plastic, Inc.. Assignment: General Electric Capital Corporation, as Administrative Agent
	UNITED STATES		78/943,546 August 2, 2006	ABANDONED/DEAD Owner: Innware Plastic, Inc.. Assignment: General Electric Capital Corporation, as Administrative Agent