

**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 |

**CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type           |
|---------------------|----------|----------------|-----------------------|
| Bemis Company, Inc. |          | 07/13/2010     | CORPORATION: MISSOURI |

**RECEIVING PARTY DATA**

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | Exopack, LLC                        |
| <b>Street Address:</b> | 3070 Southport Road                 |
| <b>City:</b>           | Spartanburg                         |
| <b>State/Country:</b>  | SOUTH CAROLINA                      |
| <b>Postal Code:</b>    | 29302                               |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 6**

| Property Type  | Number   | Word Mark   |
|----------------|----------|-------------|
| Serial Number: | 76552803 | CLEARSHIELD |
| Serial Number: | 72057657 | MARAFLEX    |
| Serial Number: | 77264525 | HALO        |
| Serial Number: | 76623326 | I-VAC       |
| Serial Number: | 77624246 | MATTEFX     |
| Serial Number: | 76454119 | LASERTEAR   |

**CORRESPONDENCE DATA**

Fax Number: (801)578-6999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 801-328-3131  
 Email: TM-SLC@stoel.com  
 Correspondent Name: Michael E. Mangelson  
 Address Line 1: 201 S. Main Street  
 Address Line 2: Suite 1100  
 Address Line 4: Salt Lake City, UTAH 84111

OP \$165.00 76552803

|  |                        |
|--|------------------------|
| ATTORNEY DOCKET NUMBER:  | 63833-2                |
| NAME OF SUBMITTER:   | Michael E. Mangelson   |
| Signature:   | /Michael E. Mangelson/ |
| Date:  | 08/06/2010             |
| Total Attachments: 4<br>source=Bemis to Exopack TM Assignment#page1.tif<br>source=Bemis to Exopack TM Assignment#page2.tif<br>source=Bemis to Exopack TM Assignment#page3.tif<br>source=Bemis to Exopack TM Assignment#page4.tif |                        |

**Execution Version**

**Trademark Assignment**

This Assignment, made and effective as of July 13, 2010, is by and between Bemis Company, Inc., a Missouri corporation of the United States of America, with a principal place of business at One Neenah Center, Fourth Floor, 134 E. Wisconsin Street, Neenah, Wisconsin 54956, U.S.A., its successors and assigns ("Assignor"), and Exopack, LLC, a limited liability company organized and existing under the laws of the State of Delaware, USA and having a principal office and place of business at 3070 Southport Road, Spartanburg, South Carolina 29302, U.S.A. ("Assignee").

**Whereas**, Assignor is the owner of the trademark registrations identified on the attached Schedule I (the "Trademarks"); and

**Whereas**, Assignor and Exopack Holding Corp. ("Purchaser") entered into an asset purchase agreement for the sale to Purchaser of the Business (the "Agreement"), dated June 11, 2010, pursuant to which Assignor agreed to assign, or procure the assignment of the Trademarks to Purchaser's designated Affiliate, Assignee (capitalized terms used in this Assignment without definition have the respective meanings given to them in the Agreement);

**Now Therefore**, in consideration of the premises and covenants set forth herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interest in and to the Trademarks, including the goodwill of the business symbolized by such marks, and its right to sue for and the remedies resulting from past and future infringement of the Trademarks, and rights of protection of interest therein under the Laws of the United States and Canada. Any and all intent to use applications being assigned herein are being assigned to Assignee pursuant to §10 of the U.S. Trademark Act as the successor to the ongoing and existing portion of Assignor's business to which the trademarks pertain.
2. Assignor agrees, for both Assignor and Assignor's legal representatives, that Assignor will assist Assignee in vesting in Assignee all such trademark applications and registrations and recording same; and that Assignor will execute and deliver to Assignee any and all additional papers which may be requested by Assignee to carry out the terms of this Assignment.
3. Purpose. This Assignment has been executed and delivered by Assignor for the purpose of transferring the Trademarks and recording the Assignment. The assignment granted herein has been granted in connection with the Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.
5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

*[Signature page follows.]*





**Schedule 1**  
**Trademarks**

| Trademark<br>No. | Application<br>No. | Country | Trademark   | Status     | Family<br>Number |
|------------------|--------------------|---------|-------------|------------|------------------|
| 3042255          | 76/552803          | US      | CLEARSHIELD | Registered | TM3670           |
| 679632           | 72/057657          | US      | MARAFLEX    | Registered | TM3665           |
| 593732           | 1077916            | CA      | MARAFLEX    | Registered | TM3665           |
|                  | 77/264,525         | US      | HALO        | Pending    | TM3848           |
| 3200077          | 76/623,326         | US      | I-VAC       | Registered | TM3685           |
| 2907014          | 76/454,119         | US      | LASERTEAR   | Registered | TM3684           |
|                  | 77/624246          | US      | MATTEFX     | Pending    | TM5459           |
|                  | 1431955            | CA      | MATTEFX     | Pending    | TM5459           |

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