

**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>
Pechiney Plastic Packaging, Inc.		07/01/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amcor Flexibles Inc.		
<b>Street Address:</b>	1919 South Butterfield Road		
<b>City:</b>	Mundelein		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60060-3657		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77946819	DESIVENT	
<b>Serial Number:</b>	77946820	DESISHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)778-2600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	302-778-2500		
<b>Email:</b>	tmde@ratnerprestia.com		
<b>Correspondent Name:</b>	RatnerPrestia		
<b>Address Line 1:</b>	1007 N. Orange Street; Suite 1100		
<b>Address Line 2:</b>	P. O. Box 1596		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19899		
<b>ATTORNEY DOCKET NUMBER:</b>	3AC-104/105US		
<b>NAME OF SUBMITTER:</b>	John W. McGlynn		
<b>Signature:</b>	/jwm/		

OP \$65.00 77946819

Date:

12/03/2010

**Total Attachments: 5**

source=TM Assignment#page1.tif

source=TM Assignment#page2.tif

source=TM Assignment#page3.tif

source=TM Assignment#page4.tif

source=TM Assignment#page5.tif

## Deed of Assignment of Trademarks

This deed of assignment of trademarks (this "**Deed of Assignment**"), executed as a deed and effective as of July 1, 2010, is entered into by and between Pechiney Plastic Packaging, Inc., a Delaware corporation of the United States of America, with a principal place of business at 8770 West Bryn Mawr Avenue, Chicago, Illinois 60631-3657, U.S.A. (the "**Assignor**"), and Amcor Flexibles Inc., a corporation registered in the State of Washington and having its head office at 1919 South Butterfield Road, Mundelein, Illinois 60060-3657, U.S.A. (the "**Assignee**").

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

**Whereas**, Amcor Ltd. ("**Amcor**") and certain Rio Tinto Alcan group companies entered into an Amended and Restated Transaction Agreement dated 22 December 2009 (as amended and restated on 27 January 2010 and on 31 January 2010) for the sale to Amcor of Rio Tinto Alcan's Packaging Food Europe, Food Asia, Global Tobacco and Global Pharma businesses (as it may be amended from time to time, the "**Agreement**"), pursuant to which certain Rio Tinto Alcan group companies agreed to procure the assignment of the Intellectual Property to an Affiliate of Amcor specified thereby; and

**Whereas**, capitalized terms used in this Deed of Assignment without definition have the respective meanings given to them in the Agreement; and

**Whereas**, Assignee, a wholly owned Affiliate of Amcor, accepts such assignment;

**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. The Assignor hereby assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor's rights, title and interest in and to the Trademarks, including the goodwill of the business symbolized by such marks. Any and all intent to use applications being assigned herein are being assigned to the Assignee pursuant to §10 of the U.S. Trademark Act as the successor to the ongoing and existing portion of the Assignor's business to which the trademarks pertain.
2. The Assignor agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in vesting in the Assignee all such trademark applications and registrations and recording same; and that the Assignor will, at Assignee's cost and expense, execute and deliver to the Assignee any and all additional papers which may be reasonably requested by the Assignee to carry out the terms of this Deed of Assignment.
3. This Deed of Assignment has been executed and delivered by the Assignor for the purpose of transferring the Trademarks and recording the assignment.
4. 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 Deed of Assignment and the terms of the Agreement, the terms of the Agreement shall control.

5. This Deed of Assignment shall be governed by and construed in accordance with the laws of England without regard to principles of conflicts of law.

6. This Deed of 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.]*

In testimony of the statements in this document, the parties hereto have executed this Deed of Assignment as a deed on the date indicated below.

**Assignor:**

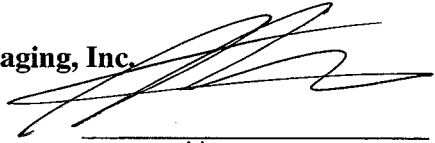
**Pechiney Plastic Packaging, Inc.**

Executed as a deed by: \_\_\_\_\_

Name:

Title:

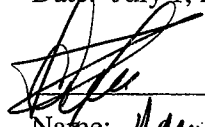
Date: July 1, 2010



*Henri Frederic Juba*  
*Chief Counsel Regas and Acquisitions, Etc.*  
*duly authorized.*

In the presence of:

Name:



*Javie Alejandra SANCHEZ*

**Assignee:**

**Ancor Flexibles Inc.**

Executed as a deed by: \_\_\_\_\_

Name:

Title:

Date: July 1, 2010

In the presence of:

Name:

\_\_\_\_\_

In testimony of the statements in this document, the parties hereto have executed this Deed of Assignment as a deed on the date indicated below.

**Assignor:**

**Pechiney Plastic Packaging, Inc.**

Executed as a deed by: \_\_\_\_\_

Name:

Title:

Date: July 1, 2010

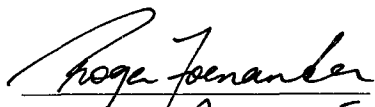
In the presence of: \_\_\_\_\_

Name:

**Assignee:**

**Amtcor Flexibles Inc.**

Executed as a deed by: \_\_\_\_\_

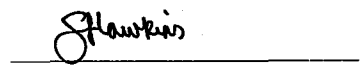


Name: ROGER FOERANDER

Title: DULY AUTHORISED ATTORNEY

Date: July 1, 2010

In the presence of: \_\_\_\_\_



Name: SIMON HAWKINS

**SCHEDULE A**

<b>TM Number</b>	<b>Description of Trademark</b>	<b>Status</b>	<b>Country</b>
TM3687/	CLING FREE	Registered	United States of America
Pending	DESIVENT	Applied	United States of America
Pending	DESISHIELD	Applied	United States of America
TM3689/	DPO	Registered	China (Peoples Republic)
TM3689/1	DPO	Registered	China (Peoples Republic)
TM3689/	DPO	Registered	United States of America
TM3699/	EVEN PEEL	Registered	China (Peoples Republic)
TM3699/1	EVEN PEEL	Registered	China (Peoples Republic)