

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
Saxco-Demptos, Inc.		12/20/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Saxco International LLC		
Street Address:	200 Gibraltar Road, Suite 100		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77912171	BOTTLE MAKER	
Registration Number:	2541536	CODA	
Registration Number:	3162952	MENUET	
Registration Number:	2129256	ANDANTE	
Registration Number:	2143021	LARGO	
Registration Number:	2122024	SYMPHONY	
Registration Number:	1605079	DG DEMPTOS GLASS CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	(215)864-8999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.864.8568		
Email:	cookn@ballardspahr.com		
Correspondent Name:	Nathan J. Cook		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		

CH \$190.00 77912171

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER: 115486

NAME OF SUBMITTER: Nathan J. Cook

Signature: /Nathan J. Cook/

Date: 12/21/2010

Total Attachments: 8

source=Saxco assignment#page1.tif
source=Saxco assignment#page2.tif
source=Saxco assignment#page3.tif
source=Saxco assignment#page4.tif
source=Saxco assignment#page5.tif
source=Saxco assignment#page6.tif
source=Saxco assignment#page7.tif
source=Saxco assignment#page8.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") dated as of December 20, 2010 (the "Effective Date"), is made and entered into between Saxco-Demptos, Inc., a Delaware corporation located at 200 Gibraltar Road, Suite 100, Horsham, PA 19044 (the "Assignor") and Saxco International LLC, a Delaware limited liability company located at 200 Gibraltar Road, Suite 100, Horsham, PA 19044 (the "Assignee") (each a "Party", and collectively, the "Parties"). Capitalized terms used herein without definitions shall have the respective meanings set forth in the Contribution Agreement (defined below).

Background

WHEREAS, Assignor, Saxco Plastics, Ltd., Saxco Specialty Packaging, Inc., Saxco International, Inc., Saxco Pacific Coast, LLC, Assignee and Saxco Holdings International, LLC are parties to that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to contribute substantially all of its assets (except for those assets that are Excluded Assets as defined in the Contribution Agreement), subject to the liabilities (except for those liabilities that are Excluded Liabilities as defined in the Contribution Agreement), to Assignee (the "Contribution"); and

WHEREAS, in connection with the Contribution, Assignor and the Assignee are entering into this Assignment pursuant to which the Assignor will assign to the Assignee all of its right, title and interest in, to and under the trademarks and trademark applications and registrations listed on Schedule A attached hereto (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

Terms

1. Assignment and Transfer. Assignor hereby assigns, transfers and sets over to the Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in, to and under the Assigned Trademarks for the United States and for all foreign jurisdictions, including all goodwill symbolized thereby, and the right to the registrations of all the Assigned Trademarks not already registered in the United States, and the right to apply for registrations thereof in all foreign jurisdictions in the world, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Due Authorization. The Assignor authorizes and requests the Commissioner for Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as owner of the Assigned Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. The Assignor shall provide the Assignee, its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required), at the Assignee's request and expense: (1) in the preparation and prosecution of any applications covering the trademarks rights assigned herein; (2) in the prosecution or defense of any reissue, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including, but not limited to, testifying as to any facts relating to the trademark rights assigned herein and this Assignment; (3) in obtaining any additional trademark protection that the Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (other than the choice of law principles thereof). Each of the Parties hereby (i) irrevocably and unconditionally submits to the exclusive jurisdiction of any State or Federal Court sitting in the State of Delaware, over any Proceeding arising out of or relating to this Assignment, (ii) agrees that service of any process, summons, notice or document by U.S. registered mail addressed to such Party shall be effective service of process for any action, suit or proceeding brought against such Party in such court, (iii) irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding brought in any such court and any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and (iv) agrees that final judgment in any such Proceeding brought in any such court shall be conclusive and binding upon such Party, and may be enforced in any other courts to whose jurisdiction such Party may be subject, by suit upon such judgment. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

5. Amendment; Waiver. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the Party against whom enforcement of the same is sought.

6. Conflict with Contribution Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Contribution Agreement, the terms and conditions of the Contribution Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Contribution Agreement or the survival thereof.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, and all of which shall constitute one and the same agreement. Facsimile signatures (including those in PDF format) shall be treated as if they were originals.

8. Descriptive Headings; Interpretation. The descriptive headings of this Assignment are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Assignment. Whenever required by the context, any pronoun used in this Assignment shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Unless the context of this Assignment clearly requires otherwise, (a) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (b) “including” has the inclusive meaning frequently identified with the phrase “but not limited to” or “without limitation” and (c) references “hereunder,” “herein” or “hereby” relate to this Assignment.

9. Severability. If any term or provision of this Assignment shall, in any jurisdiction, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, or affecting any other provision of this Assignment.

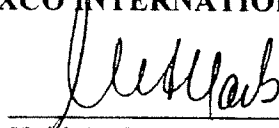
[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have executed and delivered this TRADEMARK ASSIGNMENT as of the date first written above.

“Assignee”

SAXCO INTERNATIONAL, LLC

By: _____



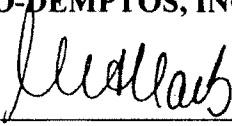
Keith L. Sachs

Chairman and Chief Executive Officer

“Assignor”

SAXCO-DEMPTOS, INC.

By: _____

A handwritten signature in black ink, appearing to read "K. Sachs", written over a horizontal line.

Keith L. Sachs
Chairman

ACKNOWLEDGEMENT OF SAXCO INTERNATIONAL, LLC

STATE OF Pennsylvania)

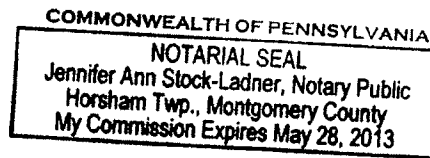
) ss.

COUNTY OF Montgomery)

On December 15, 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Keith L. Sachs, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jennifer Ann Stock-Ladner



ACKNOWLEDGEMENT OF SAXCO-DEMPTOS, INC.

STATE OF Pennsylvania)

) ss.

COUNTY OF MONTGOMERY)

On December 15, 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Keith L. Sachs, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jennifer Ann Stock-Ladner

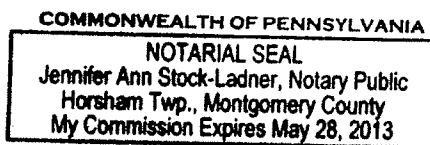


Exhibit A

Trademark Applications and Registrations

Country	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
Canada	ZODIAC	TMA539,959	1/22/2001	Saxco-Demptos, Inc.	Registered
United States	BOTTLE MAKER	(77-912,171)	(1/14/2010)	Saxco-Demptos, Inc. (Delaware Corporation)	Pending
United States	CODA	2,541,536	2/19/2002	Saxco-Demptos, Inc. (Pennsylvania Corporation)	Registered
United States	MENUET	3,162,952	10/24/2006	Saxco-Demptos, Inc. (Pennsylvania Corporation)	Registered
United States	ANDANTE	2,129,256	1/13/1998	Saxco-Demptos, Inc. (Pennsylvania Corporation)	Registered
United States	LARGO	2,143,021	3/10/1998	Saxco-Demptos, Inc. (Pennsylvania Corporation)	Registered
United States	SYMPHONY	2,122,024	12/16/1997	Saxco-Demptos, Inc. (Pennsylvania Corporation)	Registered
United States	DG DEMPTOS GLASS COMPANY LLC and Design	1,605,079	7/3/1990	Saxco-Demptos, Inc. (Pennsylvania Corporation)	Registered