

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
Plastic Packaging Technologies, LLC		12/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PPT Acquisition LLC		
Street Address:	750 Lake Cook Road		
Internal Address:	Suite 460		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3085062	P	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.456.8400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	070676.011700		
NAME OF SUBMITTER:	Howard E. Silverman		
Signature:	/Howard E. Silverman/		

CH \$40.00 3085062

Date:

12/27/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

December 20, 2010

WHEREAS, Plastic Packaging Technologies, LLC, a Delaware limited liability company, with an address at 750 South 65th Street, Kansas City, KS 66111 ("Assignor") is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, PPT Acquisition LLC, a Delaware limited liability company, having a mailing address at c/o Mid Oaks Investments LLC, located at 750 Lake Cook Road, Suite 460, Buffalo Grove, IL 60089 ("Assignee"), is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks and Assignor desires to sell the Trademarks to Assignee pursuant to that certain Asset Purchase Agreement, dated as of November 16, 2010, by and among Assignor, Cello-Poly, LLC and PPT Holdings LLC, a Delaware limited liability company ("Parent"), which Parent assigned substantially all of its rights and obligations under such Asset Purchase Agreement to Assignee pursuant to that certain Assignment of Purchase Agreement, dated November 16, 2010, as amended by that certain First Amendment of Asset Purchase Agreement, dated December 20, 2010.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free

of any encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment Agreement constitutes the entire agreement and supersedes all prior agreements between the parties pertaining solely to the transfer of the Trademarks, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

This Trademark Assignment Agreement may be executed in one or more counterparts (including by means of facsimile or "pdf" attachment to e-mail), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

ASSIGNOR:

PLASTIC PACKAGING TECHNOLOGIES,
LLC

a Delaware limited liability company

By: 

David M. Staker, President & CEO

ASSIGNEE:

PPT ACQUISITION LLC

a Delaware limited liability company

By: _____

Name: Donald F. Piazza

Title: Vice President

Signature page to Trademark Assignment Agreement

TRADEMARK
REEL: 004441 FRAME: 0159

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

ASSIGNOR:

PLASTIC PACKAGING TECHNOLOGIES,
LLC

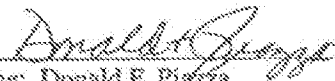
a Delaware limited liability company

By: _____
David M. Staker, President & CEO

ASSIGNEE:

PPT ACQUISITION LLC

a Delaware limited liability company

By:  _____
Name: Donald F. Piazza
Title: Vice President

Signature page to Trademark Assignment Agreement

SCHEDULE A

Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	P & Design	3,085,062	4-25-2006

CH# 60,493,511v3