

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pechiney Plastic Packaging, Inc. | | 07/01/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Marshall Flexibles, LLC, a wholly-owned affiliate of Amcor Ltd. | | |
| Street Address: | 615 South Dupont Hwy. | | |
| City: | Dover | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19901 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2666023 | DIRECTSEAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)853-8806 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404-853-8395 | | |
| Email: | julie.murphy@sutherland.com | | |
| Correspondent Name: | Sutherland Asbill & Brennan LLP | | |
| Address Line 1: | 999 Peachtree Street NE | | |
| Address Line 4: | Atlanta, GEORGIA 30309-3996 | | |
| ATTORNEY DOCKET NUMBER: | 17244-0006 | | |
| NAME OF SUBMITTER: | James H. Johnson, Jr. | | |
| Signature: | /James H. Johnson, Jr./ | | |
| Date: | 03/01/2011 | | |

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Total Attachments: 5

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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 Marshall Flexibles, LLC, a limited liability company registered in the State of Delaware and having its head office at 615 South Dupont Hwy, Dover, Delaware 19901, U.S.A. (the **"Assignee"**).

Whereas, the Assignor is the owner of the trademarks and trademark registrations identified on attached Schedule A (the **"Marshall 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 Marshall 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 Marshall 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: *Henri - Pierre Hübner*

Title: *Chief Counsel Regies and Acquisitions Europe.*

Date: July 1, 2010

duly authorized.

In the presence of:

 Name: *Juvic-Herando FARRERON.*

Assignee:

Marshall Flexibles, LLC

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:

Marshall Flexibles, LLC

Executed as a deed by: _____




Name: RAMIRO MARTINEZ

Title: VICE PRESIDENT

Date: July 1, 2010

In the presence of: _____


Name: ROBERT MERMELSTEIN

SCHEDULE A

| TM Number | Description of Trademark | Status | Country |
|-----------|-----------------------------------|----------------|--------------------------|
| TM3688/ | DIRECT SEAL | Registered | United States of America |
| TM3681/IE | KENPAK | Registered | European Community |
| N/A/ | KWADVENT | Not Registered | |
| N/A | KWIKBREATHE | Not Registered | |
| N/A | KWIKTEAR | Not Registered | |
| N/A | ULTIMATE HEADER FILM | Not Registered | |
| N/A | ULTIMATE HEADER BAG | Not Registered | |
| N/A | ULTIMATE KWIKTEAR BAG | Not Registered | |
| N/A | UTHB - ULTIMATE TYVEK® HEADER BAG | Not Registered | |