

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Excel-Pac Inc.		02/28/2011	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	9215-7510 Quebec Inc.
Street Address:	1501 McGill College Avenue
Internal Address:	26th Floor
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H3A 3N9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3745764	EXCEL PAC

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-6448
 Email: huelinh.tran@wilmerhale.com
 Correspondent Name: Michael J. Bevilacqua, Esq.
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	109.149.113
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DOMESTIC REPRESENTATIVE

Name: Michael J. Bevilacqua, Esq.
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

900186695

TRADEMARK
REEL: 004499 FRAME: 0555

OP \$40.00 3745764

Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Barbara A. Barakat
Signature:	/barbara a. barakat/
Date:	03/17/2011

Total Attachments: 8

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ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY

THIS AGREEMENT is made as of February 28, 2011,

BETWEEN:

EXCEL-PAC INC.,
a corporation existing under the laws of Canada,

(hereinafter referred to as "Vendor"),

- and -

9215-7510 QUÉBEC INC.,
a corporation existing under the laws of Québec,

(hereinafter referred to as "Purchaser")

WHEREAS Vendor is, as of the date hereof, the owner of the Purchased Assets (as defined in the Purchase Agreement described below), including, *inter alia*, the Purchased Intellectual Property (as defined in the Purchase Agreement), and has agreed to sell the Purchased Assets, including the Purchased Intellectual Property, to Purchaser pursuant to and in accordance with the terms of that certain Purchase and Sale Agreement by and among Vendor, Purchaser and 9218-5867 Québec Inc. dated February 2, 2011 (as amended from time to time, the "Purchase Agreement");

AND WHEREAS Purchaser has agreed to purchase the Purchased Assets, including the Purchased Intellectual Property, pursuant to and in accordance with the terms of the Purchase Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the Purchase Price (as defined in the Purchase Agreement) and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties hereto), the parties hereto agree as follows.

ARTICLE 1
INTERPRETATION

1.1 **Defined Terms**

All capitalized terms used herein, but not otherwise defined herein, shall have the respective meaning ascribed thereto in the Purchase Agreement:

ARTICLE 2
ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY

2.1 Assignment by Vendor

Subject to the provisions of the Purchase Agreement, Vendor hereby assigns and transfers to Purchaser all of Vendor's rights, title and interest in, to and under the Purchased Intellectual Property, which for greater certainty includes the Intellectual Property listed in Exhibit "A" hereto.

2.2 Assumption by Purchaser

Subject to the provisions of the Purchase Agreement, Purchaser hereby accepts the assignment and transfer contained in Section 2.1 hereof.

ARTICLE 3
MISCELLANEOUS

3.1 Purchase Agreement

The parties hereto agree that this Agreement shall not alter, modify or amend in any way any of the terms or provisions of the Purchase Agreement, including the terms and provisions relating to representations and warranties, covenants or indemnification. To the extent any conflict or inconsistency exists between any of the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

3.2 Further Assurances

Each of the parties hereto covenants and agrees that it shall at the request of the other party, execute and deliver all such further documents and do all such other acts and things as any other party hereto, acting reasonably, may from time to time request be executed or done in order to carry out the purpose and intent of this Agreement.

3.3 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties and their respective successors and permitted assigns. No party may assign any of its rights or benefits under this Agreement without the prior written consent of the other party, except that (i) Purchaser may assign its rights and obligations to any Person in connection with a merger, consolidation or sale of all or substantially all of the assets of Purchaser or the Business and (ii) Purchaser may assign its rights hereunder as collateral security to any lender to Purchaser or any Affiliate of Purchaser.

3.4 Governing Law and Submission to Jurisdiction

This Agreement is governed by and interpreted and enforced in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

3.5 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

3.6 English Language

The parties hereby acknowledge that they have requested that this Agreement and all related documents, including notices, be drawn up in the English language only. *Les parties aux présentes reconnaissent qu'elles ont exigé que la présente convention et tout document, y compris tout avis, qui s'y rattache soient rédigés en anglais seulement.*

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above mentioned.

EXCEL-PAC INC.

Per:



Name: Vincent Musacchio
Title: President

9215-7510 QUÉBEC INC.

Per:

Name: Harold Bevis
Title: President

Md#: 1846118


Signature page to Assignment of Purchased Intellectual Property Agreement

DECLARATION OF EXECUTION

I, Vanessa Udy, whose full post office address

is: 1155 boul. René-Lévesque Ouest, Suite 4000, Montréal, Qc H3B 3V2

hereby declare, that I was personally present and did see the authorized signing officer for the Vendor, Vincent Musacchio, who is personally known to me, duly sign and execute the attached assignment.



Name : Vanessa Udy

Mtl#: 1846118

Declaration of Execution to Assignment of Purchased Intellectual Property Agreement

TRADEMARK
REEL: 004499 FRAME: 0561

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above mentioned.

EXCEL-PAC INC.

Per: _____
Name: Vincent Musacchio
Title: President

9215-7510 QUÉBEC INC.

Per: Harold Bevis
Name: Harold Bevis
Title: President

Mtl#: 1846118

Signature page to Assignment of Purchased Intellectual Property Agreement

TRADEMARK
REEL: 004499 FRAME: 0562

DECLARATION OF EXECUTION

I, Colin Burn, whose full post office address

is: 401-425 Ste. Helene Montreal, Q. Sec. H2Y 2K9

hereby declare, that I was personally present and did see the authorized signing officer for the Purchaser, Harold Bevis, who is personally known to me, duly sign and execute the attached assignment.



Name : Colin Burn

Mtl#: 1846118

Declaration of Execution to Assignment of Purchased Intellectual Property Agreement

TRADEMARK
REEL: 004499 FRAME: 0563

Exhibit "A"**List of Purchased Intellectual Property****TRADEMARKS**

TRADEMARKS		
EXCEL PAC	Canada	TMA 747,813
EXCEL PAC	U.S.A.	3,745,764

PATENTS

PATENTS		
Multi-Layer Structures, Uses and Preparation thereof	Canada	2,601,487
Multi-Layer Structures, Uses and Preparation thereof*	U.S.A.	11/854,086

**This application was rejected during examination and the matter is now under appeal at the USPTO.*

MIR: 1846118