

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	07/18/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pliant Corporation		07/18/2006	CORPORATION: UTAH

**RECEIVING PARTY DATA**

<b>Name:</b>	Pliant Corporation (DE)
<b>Street Address:</b>	1475 Woodfield Road, Suite 700
<b>City:</b>	Schaumburg
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60173
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1600831	HL
Registration Number:	1185722	VITAFRESH
Registration Number:	1959770	FRY-PAK
Registration Number:	3464021	YIELDMASTER
Registration Number:	3354219	LIFETIME OF SOLUTIONS
Registration Number:	3298500	R410
Registration Number:	2077576	UNIVOH
Registration Number:	2608039	BLAST
Registration Number:	2652495	OPTX
Registration Number:	0422922	VITAFILM
Registration Number:	2753870	REVOLUTION
Registration Number:	0839152	VITAWRAP
Registration Number:	3370615	STEAM QUICK

**CH \$415.00 1600831**

Registration Number:	1208308	OMNIFILM
Registration Number:	0857929	CHOICE-WRAP
Registration Number:	1882217	WINWRAP

**CORRESPONDENCE DATA**

Fax Number: (317)231-7433

Phone: 3172311313

Email: jgard@btlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Julia Spoor Gard

Address Line 1: 11 South Meridian Street

Address Line 2: Barnes & Thornburg LLP

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	5723-6014
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NAME OF SUBMITTER:	Julia Spoor Gard
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Signature:	/jsg/
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Date:	11/10/2011
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**Total Attachments: 15**

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# MERGER



State of Utah  
DEPARTMENT OF COMMERCE  
Division of Corporations & Commercial Code

This form must be type-written or computer generated. For your convenience, this form has been designed to be filled out and printed online.

JSS

File Number:	
Non-Refundable Processing Fee:	
<input type="checkbox"/> Domestic	\$37.00
<input type="checkbox"/> Foreign	\$37.00

## EXPEDITE

#12.00

Articles of Merger / Share Exchange JUL 18 2006  
1167133-0142

Pliant Corporation, a Utah corporation  
the non-surviving corporation

Utah Div. Of Corp. & Comm. Code

RO

into

Pliant Corporation (DE), a Delaware corporation 6267060-0143  
the surviving corporation

whose principal place of business is located at  
1475 Woodfield Road, Suite 700, Schaumburg, Illinois 60173

### ARTICLE I - Surviving Corporation

The name of the corporation surviving the merger is Pliant Corporation (DE), which and such name  has  has not been changed its name to Pliant Corporation as a result of the merger.

#### Section 2

- A. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Utah Revised Business Corporation Act incorporated on \_\_\_\_\_
- B. The surviving corporation is a foreign corporation incorporated under the laws of the State of Delaware and  qualified  not qualified to do business in Utah.  
Note: If application for Certificate of Authority to Transact Business is filed concurrently herewith state "Upon approval of Application for Certificate of Authority."
- C. The effective date of the merger described herein shall be the date upon which these Articles are filed with the Utah Division of Corporations and Commercial Code, on \_\_\_\_\_

### ARTICLE II - Non-surviving Corporation(s)

The name, state of incorporation, and date incorporation or qualification (if applicable) respectively, of each Utah domestic corporation and Utah qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation:	<u>Pliant Corporation</u>
State of Domicile:	<u>Utah</u>
Date of Incorporation / Qualification in Utah:	<u>April 20, 1992</u>
Name of Corporation:	_____
State of Domicile:	_____
Date of Incorporation / Qualification in Utah:	_____
Name of Corporation:	_____
State of Domicile:	_____
Date of Incorporation / Qualification in Utah:	_____
Name of Corporation:	_____
State of Domicile:	_____
Date of Incorporation / Qualification in Utah:	_____
Name of Corporation:	_____
State of Domicile:	_____
Date of Incorporation / Qualification in Utah:	_____

### ARTICLE III - Plan of Merger or Share Exchange

The Plan of Merger or Share Exchange, containing such information as required by Utah Code 16-10a-1101, is set forth in ~~Exhibit A~~ **EXHIBIT 1**, attached hereto and made a part hereof.

Date: 07/18/2006  
Receipt Number: 1835129  
Amount Paid: \$112.00

Division of Corporations and Commercial Code  
I hereby certify that the foregoing has been filed and approved on this 18th day of July 2006 in the office of this Division and hereby issued this Certificate thereof.  
Kathy Berg  
Division Director



07-18-06P01:08 RCVD

ARTICLE IV - Manner of Adoption & Vote of Surviving Corporation (must complete Section 1 or 2)

Section 1

Shareholder vote not required. The Merger was approved by the United States Bankruptcy Court for the District of Delaware on June 23, 2006 pursuant to the Confirmation Order attached as Exhibit 2. See Paragraphs XX and 12 of the Confirmation Order.

The merger/share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Section 2

Vote of shareholders (complete either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on \_\_\_\_\_, 20\_\_ and signed by all shareholders entitled to vote.

B. Vote of shareholders during a meeting called by the Board of Directors.

	Total	A	B	C
Designation of each voting group (i.e. preferred and common)	-----	-----	-----	-----
Number of outstanding shares	-----	-----	-----	-----
Number of votes entitled to be cast	-----	-----	-----	-----
Numbers of votes represented at meeting	-----	-----	-----	-----
Shares voted in favor	-----	-----	-----	-----
Shares voted against	-----	-----	-----	-----

ARTICLE V - Manner of Adoption & Vote of Non-surviving Corporation (must complete Section 1 or 2)

Section 1

Shareholder vote not required. The Merger was approved by the United States Bankruptcy Court for the District of Delaware on June 23, 2006 pursuant to the Confirmation Order attached as Exhibit 2. See Paragraphs XX and 12 of the Confirmation Order.

The merger/share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Section 2

Vote of shareholders (complete either A or B)

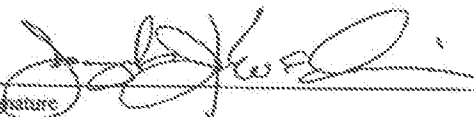
The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

A. Unanimous written consent executed on \_\_\_\_\_, 20\_\_ and signed by all shareholders entitled to vote.

B. Vote of shareholders during a meeting called by the Board of Directors.

	Total	A	B	C
Designation of each voting group (i.e. preferred and common)	-----	-----	-----	-----
Number of outstanding shares	-----	-----	-----	-----
Number of votes entitled to be cast	-----	-----	-----	-----
Numbers of votes represented at meeting	-----	-----	-----	-----
Shares voted in favor	-----	-----	-----	-----
Shares voted against	-----	-----	-----	-----

In Witness Whereof, the undersigned being the Senior Vice President, Finance and Chief Financial Officer of the surviving corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained herein are true, this 18th day of July, 2006.

Signature 

Printed Name Joseph J. Kwoderis

Mail In: PO Box 146705  
 Salt Lake City, UT 84114-6705  
 Walk In: 160 East 300 South, Main Floor  
 Information Center: (801) 530-4849  
 Toll Free: (877) 526-3994 (within Utah)  
 Fax: (801) 530-6438  
 Web Site: <http://www.commerce.utah.gov>

**EXHIBIT 1**

**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER**

**Dated as of July 18, 2006**

**Between**

**Fliant Corporation,  
a Utah Corporation**

**and**

**Fliant Corporation (DE),  
a Delaware Corporation**

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## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July 18, 2006 (this "Agreement"), between Pliant Corporation, a Utah corporation ("Pliant Utah"), and Pliant Corporation (DE), a Delaware corporation ("Pliant Delaware").

### PREAMBLE

WHEREAS, Pliant Utah and the other Debtors have voluntarily sought relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") by filing Chapter 11 petitions commencing the cases (the "Bankruptcy Cases") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, Pliant Utah is a Utah corporation authorized to issue (i) 167,000 shares of Series A Preferred Stock ("Pliant Utah Series A Preferred Stock"), 140,973 of which were outstanding as of the commencement of the Bankruptcy Cases; (ii) 720 shares of Series B Preferred Stock ("Pliant Utah Series B Preferred Stock"), 628 of which were outstanding as of the commencement of the Bankruptcy Cases; and (iii) 10,000,000 shares of Common Stock, ("Pliant Utah Common Stock"), 571,711 shares of which were outstanding as of the commencement of the Bankruptcy Cases;

WHEREAS, Pliant Delaware is a Delaware corporation authorized to issue 100 shares of Common Stock, no par value ("Pliant Delaware Common Stock"), all of which are outstanding and held by Pliant Utah;

WHEREAS, the Debtors' Fourth Amended Joint Plan of Reorganization, set forth as Exhibit A to this Agreement (the "Plan") provides that on the effective date of the Plan (the "Plan Effective Date"), Pliant Utah shall merge with and into Pliant Delaware with Pliant Delaware surviving (the "Merger");

WHEREAS, immediately prior to the Merger, as set forth and pursuant to the terms of Section 3.3(b) of the Plan, (i) each vested share of Pliant Utah Series B Preferred Stock shall be converted into the right either to receive cash or to participate in the Surviving Corporation's incentive plans, and (ii) each unvested share of Series B Preferred Stock shall be cancelled, annulled and extinguished with no consideration issued therefor, with the result that no Pliant Utah Series B Preferred Stock shall be outstanding to be converted in connection with the Merger;

WHEREAS, as part of the Merger upon the Merger Effective Time, the Certificate of Incorporation of Pliant Delaware shall be amended and shall be the Certificate of Incorporation of the Surviving Corporation; and

WHEREAS, the Bankruptcy Court order, dated June 23, 2006, confirming the Plan (the "Confirmation Order"), provides that no action of the Board of Directors or shareholders of Pliant Utah or Pliant Delaware is necessary to enter into, execute and deliver documents to effectuate the terms of the Plan;



NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed among the parties as follows:

## ARTICLE I

### DEFINITIONS

1.1. Definitions. In this Agreement, the following terms have the meanings set forth or referred to in this Section 1.1 and shall be equally applicable to both the singular and plural forms. Any agreement referred to below shall mean such agreement as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Agreement.

"Bankruptcy Cases" has the meaning set forth in the Preamble.

"Bankruptcy Code" has the meaning set forth in the Preamble.

"Bankruptcy Court" has the meaning set forth in the Preamble.

"Closing" means the closing of the Merger in accordance with Article IV.

"Closing Date" has the meaning set forth in Section 4.1 of this Agreement.

"Confirmation Order" has the meaning set forth in the Preamble.

"Debtors" means Pliant Utah, Uniplast Holdings, Inc., Pliant Corporation International, Pliant Solutions Corporation, Pliant Film Products of Mexico, Inc., Pliant Packaging of Canada, LLC, Pliant Investment, Inc., Alliant Company LLC, Uniplast U.S., Inc., Uniplast Industries Co., and Pliant Corporation of Canada Ltd.

"DGCL" means the Delaware General Corporation Law, as amended.

"Exercised Options and Warrants" means those Allowed Stock Options (as defined in the Plan) exercised and those Allowed Warrants (as defined in the Plan) deemed exercised, pursuant to Section 5.16 of the Plan.

"Merger" has the meaning set forth in the Preamble.

"Merger Effective Date" and "Merger Effective Time" have the respective meanings set forth in Section 4.2 of this Agreement.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

"Plan" has the meaning set forth in the Preamble.

"Plan Effective Date" has the meaning set forth in the Preamble.

"Pliant Delaware" has the meaning set forth in the first paragraph of this Agreement.

"Pliant Delaware Common Stock" has the meaning set forth in the Preamble.

"Pliant Utah" has the meaning set forth in the first paragraph of this Agreement.

"Pliant Utah Common Stock" has the meaning set forth in the Preamble.

"Pliant Utah Series A Preferred Stock" has the meaning set forth in the Preamble.

"Pliant Utah Series B Preferred Stock" has the meaning set forth in the Preamble.

"Pliant Utah Stock" means Pliant Utah Common Stock and Pliant Utah Series A Preferred Stock.

"Surviving Corporation" has the meaning set forth in Section 2.1 of this Agreement.

"Surviving Corporation Common Stock" has the meaning set forth in Section 3.1(a) of this Agreement.

"Surviving Corporation Series AA Preferred Stock" has the meaning set forth in Section 3.1(a) of this Agreement.

"URBCA" means the Utah Revised Business Corporation Act, as amended.

## ARTICLE II

### THE MERGER

2.1. Surviving Corporation. Subject to the terms and conditions contained herein and in accordance with the provisions of this Agreement, the DGCL and the URBCA, at the Merger Effective Time, Pliant Utah shall be merged with and into Pliant Delaware, which, as the corporation surviving the Merger (the "Surviving Corporation"), shall succeed to all the assets and rights of Pliant Utah and Pliant Delaware in accordance with the DGCL, the Plan and the URBCA and shall continue to exist under and be governed by the laws of the State of Delaware. Upon the effectiveness of the Merger, the separate existence of Pliant Utah shall cease.

2.2. Effects of the Merger. The Merger shall have the effects set forth in the Plan, Sections 259 through 261 of the DGCL and Section 16-10-a-1106 of the URBCA.

2.3. Certificate of Incorporation, By-Laws, Directors and Officers. At the Merger Effective Time and as part of the Merger: (i) the Certificate of Incorporation of Pliant Delaware shall be amended and restated in its entirety to read as set forth on Exhibit B to this Agreement and shall be the Certificate of Incorporation of the Surviving Corporation; (ii) the By-Laws set forth as Exhibit B to the Plan shall be the By-Laws of the Surviving Corporation; and (iii) the directors and officers set forth on Exhibit L to the Plan shall be the initial directors and officers, respectively, of the Surviving Corporation, who shall serve until their respective successors are duly elected and qualified.

2.4. Further Assurances. From time to time after the Merger Effective Time, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of Pliant Delaware, Pliant Utah or otherwise, such deeds and other instruments and to take or cause to be taken such further or other action as shall be necessary or desirable in order to vest or perfect in or to confirm, of record or otherwise, in the Surviving Corporation title to, and possession of, all of the property, rights, privileges, powers, immunities and franchises of Pliant Delaware and Pliant Utah and otherwise carry out the purposes of this Agreement.

## ARTICLE III

### CONVERSION OF SHARES

3.1. Conversion Terms. As of the Merger Effective Time, by virtue of the Merger and the Plan and without any action on the part of any director, officer or stockholder of Pliant Utah or Pliant Delaware:

(a) (i) All shares of Pliant Utah Common Stock, including all shares deemed issued with respect to the Exercised Options and Warrants, shall be converted into that number of

validly issued, fully paid and nonassessable shares of common stock, par value \$.01 per share, of the Surviving Corporation ("Surviving Corporation Common Stock") as determined pursuant to the terms of the Plan, having the rights and preferences set forth in the Certificate of Incorporation of the Surviving Corporation and (ii) all shares of Pliant Utah Series A Preferred Stock shall be converted into that number of validly issued, fully paid and nonassessable shares of Surviving Corporation Common Stock as determined pursuant to the terms of the Plan and that number of validly issued, fully paid and nonassessable shares of Series AA Redeemable Preferred Stock, par value \$.01 per share, of the Surviving Corporation ("Surviving Corporation Series AA Preferred Stock") as determined pursuant to the terms of the Plan, having the rights and preferences set forth in the Certificate of Incorporation of the Surviving Corporation. As set forth in Section 6.11 of the Plan, no fractional shares of Surviving Corporation Stock and Surviving Corporation Series AA Preferred Stock shall be distributed. All shares of Pliant Utah Stock shall no longer be outstanding and shall be automatically cancelled and retired and each holder of a certificate theretofore representing any such shares shall cease to have any rights with respect thereto, except the right to receive, upon surrender of such certificate to the Surviving Corporation pursuant to Section 3.2 of this Agreement, shares of Surviving Corporation Common Stock and/or Surviving Corporation Series AA Preferred Stock, as the case may be. During the period pending distribution of the Surviving Corporation Common Stock and the Surviving Corporation Series AA Preferred Stock pursuant to Section 3.2 of this Agreement and the Plan, each Person entitled to receive Surviving Corporation Common Stock and/or Surviving Corporation Series AA Preferred Stock in the Merger shall be bound by, have the benefit of and be entitled to enforce the terms and conditions of the New Pliant Stockholders Agreement set forth as Exhibit C to the Plan and the Series AA Registration Rights Agreement set forth as Exhibit D to the Plan (each to the extent applicable) and shall be entitled to exercise any voting rights and receive any dividends or other distributions payable in respect of such Person's Surviving Corporation Common Stock and Surviving Corporation Series AA Preferred Stock (including, receiving any proceeds of any permitted transfer of such Surviving Corporation Common Stock and Surviving Corporation Series AA Preferred Stock, as applicable), and to exercise all other rights in respect of the Surviving Corporation Common Stock and Surviving Corporation Series AA Preferred Stock (so that such Person shall be deemed for tax purposes to be the owner of the Surviving Corporation Common Stock and Surviving Corporation Series AA Preferred Stock issued in the name of such Person, as applicable). The Merger has been approved by the Bankruptcy Court and, as set forth in the Confirmation Order, holders of Pliant Utah Stock shall have no statutory dissenter's rights or other rights of appraisal in connection with the Merger nor shall such holders have any rights under state law to approve or disapprove the Merger or this Agreement.

(b) All shares of Pliant Utah Stock that immediately prior to the Merger Effective Time are held in the treasury of Pliant Utah or by any wholly-owned subsidiary of Pliant Utah shall be automatically cancelled and no capital stock of the Surviving Corporation, cash or other consideration shall be paid or delivered in exchange therefor.

(c) Except with respect to Exercised Options and Warrants (which shall be governed by Section 3.1(a) of this Agreement, and which shall not be deemed issued and outstanding for purposes of this Section 3.1(c)), all options, warrants or other rights to acquire shares of capital stock of Pliant Utah (including securities convertible into shares of capital stock of Pliant Utah)

that are issued and outstanding immediately prior to the Merger Effective Time shall be automatically cancelled and shall cease to exist and no capital stock of the Surviving Corporation, cash or other consideration shall be paid or delivered in exchange therefor.

(d) All shares of capital stock of Pliant Delaware that immediately prior to the Merger Effective Time are either issued and outstanding or held in the treasury of Pliant Delaware, and each such option, warrant or other right to acquire shares of capital stock of Pliant Delaware (including securities convertible into shares of capital stock of Pliant Delaware) that is issued and outstanding immediately prior to the Merger Effective Time shall be automatically cancelled without payment of any consideration therefor and shall cease to exist and no capital stock of the Surviving Corporation, cash or other consideration shall be paid or delivered in exchange therefor.

3.2. Delivery of Certificates. At or after the Merger Effective Time, each holder of a certificate or certificates representing issued and outstanding shares of record of Pliant Utah Stock immediately prior to the Merger Effective Time, shall surrender such certificate or certificates to the Surviving Corporation, and, subject to the last two sentences of this Section 3.2 and the Plan, the Surviving Corporation shall immediately deliver or cause to be delivered, in exchange therefor, one or more certificates representing the aggregate number of whole shares of Surviving Corporation Common Stock and/or Surviving Corporation Series AA Preferred Stock, as the case may be, into which the Pliant Utah Stock represented by the certificate or certificates so surrendered shall have been converted pursuant to Section 3.1 of this Agreement. Until so surrendered, each outstanding certificate representing issued and outstanding shares of record of Pliant Utah Stock immediately prior to the Merger Effective Time shall not be transferable on the books of the Surviving Corporation, but shall be deemed for all corporate purposes to evidence the right to receive the number of whole shares of Surviving Corporation Common Stock and/or Surviving Corporation Series AA Preferred Stock, as the case may be, into which the shares of Pliant Utah Stock which immediately prior to the Merger Effective Time were represented thereby shall have been converted pursuant to Section 3.1 of this Agreement. At the close of business on the business day next preceding the Merger Effective Date, the stock transfer books of Pliant Utah shall be closed and no transfer of Pliant Utah Stock shall thereafter be made or consummated.

#### ARTICLE IV

#### CLOSING

4.1. Closing Date. The Closing of the Merger shall take place at 10:00 A.M., local time, on the Plan Effective Date at the offices of Sidley Austin LLP, Chicago, Illinois or as soon thereafter as reasonably practicable consistent with the terms and provisions of this Agreement. The date on which the Closing is actually held is hereinafter sometimes referred to as the "Closing Date."

4.2. Filing Certificate of Ownership and Merger and Effectiveness. At the Closing the parties shall cause the Merger to be consummated by filing (i) a Certificate of Ownership and Merger (which shall be in form and substance reasonably satisfactory to the parties hereto),

executed and acknowledged in accordance with the laws of the State of Delaware, in the office of the Secretary of State of the State of Delaware; and (ii) Articles of Merger (which shall be in form and substance reasonably satisfactory to the parties hereto), executed and acknowledged in accordance with the laws of the State of Utah, in the office of the Secretary of State of the State of Utah. The Merger shall become effective when the Certificate of Ownership and Merger is filed in the office of the Secretary of State of the State of Delaware or at such later time, if any, as may be specified therein. The date and time on such date of effectiveness of the Merger are herein called, respectively, the "Merger Effective Date" and the "Merger Effective Time."

## ARTICLE V

### TERMINATION

5.1. Termination Rights. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Merger Effective Time by the mutual consent of all of the parties hereto.

5.2. Notice of Termination. Any party desiring to terminate this Agreement pursuant to Section 5.1 of this Agreement shall give notice of such proposed termination to each of the other parties to this Agreement.

5.3. Effect of Termination. In the event that this Agreement shall be terminated pursuant to this Article V, all further obligations of the parties under this Agreement shall be terminated without further liability of any party to the others; provided, however, that nothing herein shall relieve any party from liability for its willful breach of this Agreement.

## ARTICLE VI

### GENERAL PROVISIONS

6.1. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or four days after being mailed by registered or certified mail, return receipt requested, or one day after being sent by private overnight courier addressed as follows:

(a) If to Pliant Utah, to:

Pliant Corporation  
1475 Woodfield Road, Suite 700  
Schaumburg, IL 60173  
Attention: General Counsel  
Telecopy #: (847) 969-3338

(b) If to Pliant Delaware, to:

Pliant Corporation  
1475 Woodfield Road, Suite 700  
Schaumburg, IL 60173  
Attention: General Counsel  
Telecopy #: (847) 969-3338

or to such other address as such party may indicate by a notice delivered to the other parties hereto.

6.2. Entire Agreement; Amendments. This Agreement and the documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto.

6.3. Interpretation. Titles to articles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

6.4. Waivers. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

6.5. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

6.6. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties.

6.7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware.


6.8. Principal Office. The address of the Surviving Corporation's principal office will be Pliant Corporation, 1475 Woodfield Road, Suite 700, Schaumburg, IL 60173.




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[Seal]

PLIANT CORPORATION,  
a Utah corporation

By:   
Name: Joseph J. Kwederis  
Title: Senior Vice President, Finance  
Chief Financial Officer

PLIANT CORPORATION (DE),  
a Delaware corporation

By:   
Name: Joseph J. Kwederis  
Title: Senior Vice President, Finance  
Chief Financial Officer