

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CM Packaging, Inc.	FORMERLY C.M. Products, Inc.	11/30/2011	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	D&W Fine Pack Acquisition LLC		
<b>Street Address:</b>	1372 N. Old Laurens Road		
<b>City:</b>	Fountain Inn		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29644		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3031459	BAKE KING	
Registration Number:	3215087	CATERKING	
Registration Number:	3001051	CM PACKAGING	
Registration Number:	3880305	ECO KING	
Registration Number:	3163769	SILMAX	
Registration Number:	3067427	SURE-BAKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)456-8435		
<b>Phone:</b>	3124565202		
<b>Email:</b>	chiipmail@gtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Howard E. Silverman		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		

**CH \$165.00 3031459**

ATTORNEY DOCKET NUMBER:	126971.010900
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	12/01/2011
Total Attachments: 5 source=CMPG_TrademarkAssignmentAgmt2#page1.tif source=CMPG_TrademarkAssignmentAgmt2#page2.tif source=CMPG_TrademarkAssignmentAgmt2#page3.tif source=CMPG_TrademarkAssignmentAgmt2#page4.tif source=CMPG_TrademarkAssignmentAgmt2#page5.tif	

**EXECUTION VERSION**

**TRADEMARK ASSIGNMENT AGREEMENT**

November 30, 2011

WHEREAS, CM Packaging, Inc. f/k/a C.M. Products, Inc., a Nevada corporation, located and doing business at 800 Ela Road, Lake Zurich, Illinois 60047 (“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, D&W Fine Pack Acquisition LLC, a Delaware limited liability company, having a mailing address at 1372 N. Old Laurens Road, Fountain Inn, South Carolina 29644 (“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 4, 2011, between CM Packaging Group, Inc. (as “Seller” and the sole shareholder of Assignor) and Assignee.

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 to the extent pertaining 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 Illinois.

\* \* \* \* \*

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

**ASSIGNOR:**

**CM PACKAGING, INC.**

a Nevada corporation

By: \_\_\_\_\_

  
Mark R. Faber, President & CEO

**ASSIGNEE:**

**D&W FINE PACK ACQUISITION LLC**

a Delaware limited liability company

By: \_\_\_\_\_

Donald F. Piazza, Chairman

*Signature page to Trademark Assignment Agreement*

**TRADEMARK**  
**REEL: 004669 FRAME: 0360**

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Mark R. Faber, President & CEO

**ASSIGNEE:**

**D&W FINE PACK ACQUISITION LLC**

a Delaware limited liability company

By:  \_\_\_\_\_  
Donald F. Piazza, Chairman

*Signature page to Trademark Assignment Agreement*

SCHEDULE A

TRADEMARK REGISTRATIONS

<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Trademark</b>	<b>Country</b>	<b>Owner of Record</b>
3031459	12-20-2005	BAKE KING	US	C.M. Products, Inc. (NV)
3215087	3-6-2007	CATERKING	US	C.M. Products, Inc. (NV)
3001051	9-27-2005	CM PACKAGING	US	C.M. Products, Inc. (IL)
3880305	11-23-2010	ECO KING	US	C.M. Products, Inc. (IL)
3163769	10-24-2006	SILMAX	US	C.M. Products, Inc. (NV)
3067427	3-14-2006	SURE-BAKE	US	C.M. Products, Inc. (NV)