

## 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
K-G Packaging Inc.		11/28/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	K-G Spray-Pak Inc.		
Street Address:	8001 Keele Street		
City:	Vaughan, Ontario		
State/Country:	CANADA		
Postal Code:	L4K 1Y8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3884707	BETTER THAN...	
Serial Number:	85167903	BETTER THAN EVER	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
Phone:	415-591-1000		
Email:	trademarksSF@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Winston & Strawn, c/o Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 2:	Suite 3900		
Address Line 4:	San Francisco, CALIFORNIA 94111-5894		
ATTORNEY DOCKET NUMBER:	0132428.00002		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$65.00 3884707

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Sandra L. Owen
Signature:	/Sandra L. Owen/
Date:	12/15/2011

**Total Attachments: 8**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of November 28, 2011 (the "Effective Date"), by and between K-G Packaging Inc., a corporation existing under the laws of the Province of Ontario ("Assignor") and K-G Spray-Pak Inc., a corporation existing under the laws of Canada ("Assignee").

A. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

B. Assignee wishes to purchase, and Assignor is willing to sell, assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Further Assurances. Assignor will promptly communicate to the Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Marks, testify in any legal proceeding relating to the Marks, execute or cause its current or former employees or contractors to execute, as applicable, all applications and any additional assignment or other documents, sign all lawful papers, make all rightful oaths, and generally do everything

reasonably possible to aid the Assignee or its successors, legal representatives and assigns, to obtain and enforce proper protection for the Marks in all countries and to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. This Assignment shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each of the parties hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

ASSIGNOR:

K-G PACKAGING INC.

By:

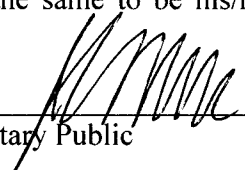
Name: Lee Puig

Title: President

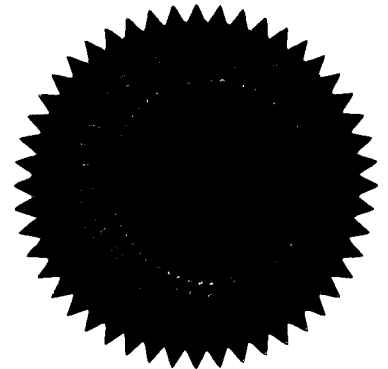
Date: November 28, 2011

Province of Ontario :

Personally appeared before me the above-named Lee Puig, to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of K-G Packaging Inc. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

  
\_\_\_\_\_  
Notary Public

My commission to expire on N/A.



[Signature Page to K-G Trademark Assignment]

TRADEMARK  
REEL: 004680 FRAME: 0783

**ASSIGNEE:**

K-G SPRAY-PAK INC.

By: 

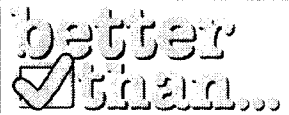
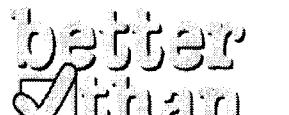

Name: Jason Miller


Title: Vice President and Assistant Secretary

Date:


[Signature Page to K-G Trademark Assignment]

**EXHIBIT A**  
**MARKS**

No.	Mark	App'n No. / Date	Reg. No. / Date	Country	Status
1.	ARTISTRY	869,478 February 17, 1998	TMA515,861 August 31, 1999	Canada	Registered
2.	BETTER THAN & DESIGN  	1,323,412 November 8, 2006	TMA700,545 November 9, 2007	Canada	Registered
3.	BETTER THAN & DESIGN  	77/547,564 August 14, 2008	3,884,707 December 7, 2010	United States	Registered
4.	BETTER THAN EVER & DESIGN  	1,479,429 May 3, 2010		Canada	Pending

No.	Mark	App'n No. / Date	Reg. No. / Date	Country	Status
5.	BETTER THAN EVER & DESIGN 	85/167,903 November 3, 2010		United States	Pending
6.	COLOUR VISION	849,432 June 30, 1997	TMA512,063 May 20, 1999	Canada	Registered
7.	EVERI-COLOR	658,286 May 23, 1990	TMA386,234 June 28, 1991	Canada	
8.	HIDEZ	658,276 May 23, 1990	TMA386,232 June 28, 1991	Canada	Registered
9.	JUST ENOUGH	758,291 June 29, 1994	TMA514,800 August 19, 1999	Canada	Registered
10.	JUSTE ASSEZ	759,877 July 20, 1994	TMA521,706 January 18, 2000	Canada	Registered
11.	KG EXCEL	1,152,943 September 17, 2002	TMA600,437 January 23, 2004	Canada	Registered
12.	K-G PACKAGING	523,317 June 7, 1984	TMA310,459 January 17, 1986	Canada	Registered



No.	Mark	App'n No. / Date	Reg. No. / Date	Country	Status
13.	KWIK KOTE	849,433 June 30, 1997	TMA511,987 May 18, 1999	Canada	Registered
14.	LOGGERS	658,284 May 23, 1990	TMA386,233 June 28, 1991	Canada	Registered
15.	PLAY SPRAY	1,105,719 June 8, 2001	TMA656,068 January 5, 2006	Canada	Registered
16.	SPECKLE STONE	658,343 May 11, 1990	410,274 April 2, 1993	Canada	Registered
17.	TKO MAXX & DESIGN 	1,340,150 March 20, 2007	TMA778,285 September 28, 2010	Canada	Registered
18.	TRADE WINDS	874,498 April 7, 1998	516,015 September 1, 1999	Canada	Registered
19.	V7 SPRAY PAINT	780,261 April 12, 1995	TMA464,336 October 18, 1996	Canada	Registered

No.	Mark	App'n No. / Date	Reg. No. / Date	Country	Status
20.	WOW	1,004,166 February 4, 1999	TMA536,870 November 7, 2000	Canada	Registered