

TRADEMARK ASSIGNMENT

Electronic 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
Reynolds Packaging LLC		01/27/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	LLFLEX, LLC		
Street Address:	1225 West Burnett Street		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40210		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75186247	REYSHIELD	
Serial Number:	85113803	REYFLEX	
CORRESPONDENCE DATA			
Fax Number:	(310)712-8488		
Email:	lisa.levinson@kattenlaw.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:	Katten Muchin Rosenman LLP		
Address Line 1:	2029 Century Park East, Suite 2600		
Address Line 2:	c/o Efrain Miron		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3012		
ATTORNEY DOCKET NUMBER:	343434-6		
NAME OF SUBMITTER:	Lisa Levinson		
Signature:	/Lisa Levinson/		

CH \$65.00 75186247

Date:

01/27/2012

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made as of January 27, 2012, by and between Reynolds Packaging LLC, a Delaware limited liability company ("Assignor"), and LLFLEX, LLC, an Illinois limited liability company ("Assignee"). Capitalized terms used herein not otherwise defined shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, solely for the purposes of Section 9.11 thereto, Centre Lane Partners III, L.P., a Delaware limited partnership, and, solely for purposes of Section 9.12 thereto, Reynolds Group Holdings Limited, a company organized under the laws of New Zealand, have entered into an Asset Purchase Agreement, dated as of January 27, 2012, (as amended, supplemented and/or restated from time to time, the "Purchase Agreement") providing for, among other things, the execution and delivery of the Assignment; and

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the marks set forth on Exhibit A hereto (the "Assigned Marks") free and clear of all Liens (except Permitted Liens).

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties have agreed as follows:.

1. Effective as of the Closing Date, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all worldwide rights, title and interest in and to the Assigned Marks, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith.

2. This Assignment shall be subject to the terms and conditions set forth in the Purchase Agreement, and nothing in this Assignment shall supersede, amend, alter or modify (nor shall it be deemed or construed to supersede, amend, alter or modify) any of the terms or conditions of the Purchase Agreement in any manner whatsoever. Assignee and Assignor hereby acknowledge and agree that the provisions of this Assignment shall not limit the full force and effect of the terms and provisions of the Purchase Agreement, and that in the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall prevail, govern and control in all respects without limitation.

3. Except as set forth in the Purchase Agreement, Assignor makes no representations or warranties, express or implied, with respect to the Assigned Marks, and Assignor expressly disclaims any implied warranties.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

5. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and either of the parties hereto may execute this Assignment by signing any such counterpart. This Assignment may be executed and delivered by facsimile signature or by electronic mail in portable document format (PDF) or similar image format.

6. The undertakings, covenants and agreements set forth herein shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[The remainder of this page has intentionally been left blank]

IN WITNESS WHEREOF, Assignee and Assignor have executed this Assignment of Trademarks as of the date first written above.

LLFLEX, LLC

By: [Signature]
Name: LOUIS CRISTO
Title: CHIEF FINANCIAL OFFICER

State of New York)
County of New York) ss.:

On this 6th day January, 2012, before me, Rosemary Rivera, personally appeared LOUIS CRISTO, ~~CHIEF FINANCIAL OFFICER~~ of LLFLEX, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

ROSEMARY RIVERA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RI6194862
Qualified in New York County
My Commission Expires October 14, 2012

REYNOLDS PACKAGING LLC

By: Lawrence Michael Tuskey
Name: Lawrence Michael Tuskey
Title: Secretary

State of Virginia)
County of Henrico) ss.:

On this 21st day December, 2011, before me Russell J. Drayton,
personally appeared Lawrence M. Tuskey, Secretary of
Reynolds Packaging LLC, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person whose name is subscribed to the within instrument and acknowledged
to me that he executed the same in his authorized capacity and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

Witness my hand and official seal.

Russell J. Drayton
Notary Public

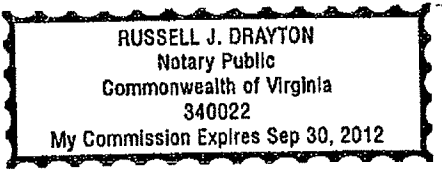


EXHIBIT A

<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>File Date</u>	<u>Publication Date</u>	<u>Reg. No.</u>
Reyshield®	U.S.	75/186247	23-Oct-96	29-Jul-97	2,157,658
Reyflex®	U.S.	85/113803	23-Aug-10	8-Feb-11	4,010,464

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