### 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
Jet Plastica Industries, Inc.		104/18/2012	INC. ASSOCIATION: PENNSYLVANIA

### **RECEIVING PARTY DATA**

Name:	D&W Fine Pack LLC	
Street Address:	1372 N. Old Laurens Road	
City:	Fountain Inn	
State/Country:	SOUTH CAROLINA	
Postal Code:	29644	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3897699	JET PLASTICA
Registration Number:	3897698	JET PLASTICA
Registration Number:	2172829	JETWARE
Registration Number:	2182155	JP

### **CORRESPONDENCE DATA**

Fax Number: 3124568435

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

312-456-8400 Phone: chiipmail@gtlaw.com Email: Correspondent Name: Howard E. Silverman 77 W. Wacker Drive Address Line 1:

Address Line 2: **Suite 3100** 

900220840

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 126971.011200

NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	04/19/2012
Total Attachments: 5 source=Jet Plastica Trademark Assignment#page1.tif source=Jet Plastica Trademark Assignment#page2.tif source=Jet Plastica Trademark Assignment#page3.tif source=Jet Plastica Trademark Assignment#page4.tif source=Jet Plastica Trademark Assignment#page5.tif	

### TRADEMARK ASSIGNMENT AGREEMENT

April 18, 2012

WHEREAS, Jet Plastica Industries, Inc., a Pennsylvania corporation, located and doing business at 1100 Schwab Road Hatfield, PA 19440 ("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 LLC, a Delaware limited liability company, having a mailing address at 1372 N. Old Laurens Road, Fountains Inn, S.C. 29644 ("Assignee"), is desirous of acquiring the Trademarks;

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 April 16, 2012, between Assignor and Assignee (the "Asset Purchase Agreement"); and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meaning given such terms in the Asset Purchase Agreement.

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, free and clear of all Claims.

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 any rights the Assignor may have 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 enable Assignee 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.

In the event of a conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof. Nothing in this Trademark Assignment Agreement shall be construed as an attempt or agreement to sell or transfer any agreement, contract or other asset which assignment is not permitted by law or is not permitted without the consent of any other party or parties thereto unless such consent shall have been given. This Trademark Assignment Agreement does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement.

This Trademark Assignment Agreement constitutes the entire agreement and supersedes all prior agreements between the parties to the extent pertaining to the assignment 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 Commonwealth of Pennsylvania.

\* \* \* \* \*

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Apr 18 12 04:43p Ron Turcotte 4049616875 p.3

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

# ASSIGNOR: JET PLASTICA INDUSTRIES, INC. a Pennsylvania corporation By: Ron Turcotte, Chief Executive Officer ASSIGNEE: D&W FINE PACK LLC a Delaware limited liability company

Donald F. Piazza, Chairman

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

ASSIGNOR:
JET PLASTICA INDUSTRIES, INC. a Pennsylvania corporation
Ву:
ASSIGNEE:
D&W FINE PACK LLC
a Delaware limited liability company
By: Duald t Diage  Donald F. Piazza, Chairman

Signature page to Trademark Assignment Agreement

# SCHEDULE A

## TRADEMARK REGISTRATIONS

Serial. No.	Reg. No.	Reg. Date	Trademark	Country	Owner of Record
77651586	3897699	Dec. 28. 2010	JET PLASTICA	United States	Jet Plastica Industries, Inc.
77651574	3897698	Dec. 28. 2010	JET PLASTICA (and design)	United States	Jet Plastica Industries, Inc.
75302073	2172829	Jul. 14, 1998	JETWARE	United States	Jet Plastica Industries, Inc.
75301912	2182155	Jul. 14, 1998	JP (stylized logo)	United States	Jet Plastica Industries, Inc.

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**RECORDED: 04/19/2012**