

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/27/2012

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dopaco, Inc.		06/27/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	PWP Industries, Inc.
Street Address:	1900 West Field Ct.
Internal Address:	Legal Department
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1612042	DOPACO D
Registration Number:	3104538	IMPACT
Serial Number:	85073500	TRA-CLAM

CORRESPONDENCE DATA

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

Email: PactivIPDocket@pactiv.com  
 Correspondent Name: Daniel Shulman  
 Address Line 1: 1900 West Field Ct.  
 Address Line 2: Legal Department  
 Address Line 4: Lake Forest, ILLINOIS 60045

ATTORNEY DOCKET NUMBER: FS-DOPACO

**TRADEMARK**

NAME OF SUBMITTER:	Erica Frolich
Signature:	/erica frolich/
Date:	07/09/2012
<b>Total Attachments: 4</b> source=2012-06-27 Dopaco to PWP merger#page1.tif source=2012-06-27 Dopaco to PWP merger#page2.tif source=2012-06-27 Dopaco to PWP merger#page3.tif source=2012-06-27 Dopaco to PWP merger#page4.tif	

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of June 27, 2012 (the "Agreement"), by and between PWP Industries, Inc., a Delaware corporation ("PWP Industries") and Dopaco, Inc., a Pennsylvania corporation ("Dopaco").

WITNESSETH:

WHEREAS, the Board of Directors of each of Dopaco and PWP Industries deems it advisable and in the best interests of the companies to merge Dopaco with and into PWP Industries, with PWP Industries as the surviving company, pursuant to the provisions of the Pennsylvania Business Corporation Law (the "PBCL") and the Delaware General Corporation Law (the "DGCL") upon the terms and conditions herein set forth and;

WHEREAS, Board of Directors of each of PWP Industries and Dopaco have adopted and approved this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions herein contained, and in accordance with the provisions of the PBCL and the DGCL, the parties hereto agree as follows:

1. The Merger

1.1. In accordance with the provisions of this Agreement, the PBCL and the DGCL, Dopaco shall be merged with and into PWP Industries (the "Merger"). From and after the Effective Time (as defined below), PWP Industries shall be the surviving company (the "Surviving Company") and shall continue its corporate existence under the laws of the State of Delaware.

1.2. The name of the Surviving Company will be PWP Industries, Inc. The Surviving Company shall possess all the rights, privileges, immunities, powers and franchises of Dopaco, and shall by operation of law become liable for all the debts, liabilities, obligations and duties of Dopaco to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by the Surviving Corporation, as provided in the PBCL and the DGCL.

1.3. The Merger shall become effective at the time designated in properly executed certificates of merger (the "Certificates of Merger") filed with the Secretary of State of the State of Delaware and the Commonwealth of Pennsylvania, or at such subsequent time as the Parties shall agree and shall be specified in the Certificates of Merger, in such form as is required by, and executed in accordance with, the relevant provisions of the DGCL and the PBCL, together with any other filings or recordings required under the DGCL and the PBCL, to effectuate the Merger (the "Effective Time").

1.4. The separate corporate existence of Dopaco shall cease at the Effective Time in accordance with the provisions of the DGCL and the PBCL.

2. Conversion of Stock

2.1. Each share of capital stock of PWP Industries existing prior to the Effective Time shall, without any action on the part of the holder thereof, continue as the capital stock of the Surviving Corporation without any conversion thereof.

2.1. Each share of capital stock of Dopaco outstanding and issued prior to the Effective Time shall, without any action on the part of the holder thereof, cease to exist, without any conversion thereof.

3. Certificate of Formation

From and after the Effective Time, the certificate of incorporation and bylaws of PWP Industries, as such may be amended from time to time, shall be the certificate of incorporation and bylaws of the Surviving Corporation.

4. Directors and Officers.

From and after the Effective Time, the directors of PWP Industries shall be the directors of the Surviving Corporation. From and after the Effective Time, the officers of PWP Industries shall be the officers of the Surviving Corporation.

5. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or by facsimile, upon confirmation of receipt, (b) on the first Business Day (as defined below) following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the tenth Business Day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. "Business Day" means any day on which banks are not required or authorized to close in the City of New York. All notices hereunder shall be delivered as set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice:

5.1. if to PWP Industries to:

PWP Industries, Inc.  
c/o Reynolds Group Holdings Limited  
1900 W. Field Court  
Lake Forest, IL 60045

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Fax: (847) 615-6417  
Attention: Joe Doyle

5.2. if to Dopaco to:

Dopaco, Inc.  
[c/o Reynolds Group Holdings Limited  
1900 W. Field Court  
Lake Forest, IL 60045

Fax: (847) 615-6417  
Attention: Joe Doyle

6. Miscellaneous

6.1. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED  
IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE  
(WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES), ALL RIGHTS AND  
REMEDIES BEING GOVERNED BY SAID LAWS.

6.2. This Agreement may be executed in any number of counterparts, each of  
which shall be deemed to be an original and which together shall constitute one and the  
same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives as of the date first above written.

PWP INDUSTRIES, INC.

By:           JMcGrath            
Name: John McGrath  
Title: President and CEO

DOPACO, INC.

By:           JMcGrath            
Name: John McGrath  
Title: President and CEO

[Signature Page to Merger Agreement]

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