

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
Graphic Packaging International, Inc.		12/08/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bluegrass/CVI Packaging Company, LLC
Street Address:	814 Livingston Court
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30067
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1364462	CAP-SAC
Registration Number:	2616500	FRESH CATCH
Registration Number:	2569190	FRESH CUTS
Registration Number:	1121443	FRESHGARD
Registration Number:	0749432	FRESH-GARD
Registration Number:	1664118	KITCHEN MASTER
Registration Number:	1012922	KOLD-LOK
Registration Number:	0524760	LOXOL
Registration Number:	2370346	PEEL PAK
Registration Number:	1982563	SONI-LOK
Registration Number:	2189462	SONI-SEAL
Registration Number:	3945818	STACK-TITE
Registration Number:	1949831	THE YARD MASTER
Registration Number:	1939870	TITE-PAK

TRADEMARK

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CORRESPONDENCE DATA

Fax Number: 4048792932

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

Phone: (404) 879-2432

Email: atltrademarks@wcsr.com

Correspondent Name: Marcy L. Sperry

Address Line 1: P.O. Box 7037

Address Line 4: Atlanta, GEORGIA 30357-0037

ATTORNEY DOCKET NUMBER:	38400.3689.7
NAME OF SUBMITTER:	Marcy L. Sperry
Signature:	/Marcy L. Sperry/
Date:	07/10/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective as of December 8, 2011, is by and between **Graphic Packaging International, Inc.**, a Delaware corporation (the "Assignor"), and **Bluegrass/CVI Packaging Company, LLC**, a Delaware limited liability company (the "Assignee").

WHEREAS, pursuant to that certain Contribution Agreement dated as of December 8, 2011, by and among GPII, Capital Five Investments, LLC, a Delaware limited liability company, and Bluegrass/CVI Packaging Company, LLC (the "Contribution Agreement"), Assignor has agreed to contribute to Bluegrass/CVI Packaging Company, LLC (Assignee) all of the right, title and interest of Assignor in and to the Graphic Assets, as that term is defined in the Contribution Agreement, on the terms provided therein; and

WHEREAS, pursuant to the Contribution Agreement, current Assignor did execute that certain Bill of Sale (the "Bill of Sale") dated as of December 8, 2011, selling, assigning, transferring, conveying, granting and delivering to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the Graphic Assets; and

WHEREAS, Assignor and Assignee acknowledge that those certain trademarks and related United States trademark registrations identified on Exhibit A (the "Trademarks"), attached hereto and incorporated herein by this reference, together with any and all goodwill of the business associated with the Trademarks, belong to the Graphic Assets, and Assignee desires to receive confirming assignment of the Trademarks;

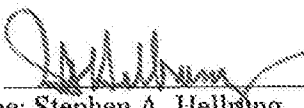
NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements set forth herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All capitalized terms used and not otherwise defined in this Trademark Assignment shall have the meanings ascribed to them in the Agreement.
2. Assignor, by these presents, (a) does hereby confirm Assignor's prior assignment and transfer to Assignee, by the Bill of Sale, of all of Assignor's right, title and interest in and to the Trademarks, and (b), to the extent it is not fully accomplished prior, does hereby sell, assign and transfer unto Assignee all of Assignor's right, title and interest in and to the Trademarks, together with (i) the goodwill and the business symbolized by the Trademarks and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademarks and the right to sue thereunder.
3. Nothing in this Trademark Assignment shall be deemed to supersede, diminish, enlarge or modify any of the provisions of the Contribution Agreement, all of which survive the execution and delivery of this Trademark Assignment, as provided and subject to the limitations set forth in the Contribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern and control.

4. Assignor further covenants to execute all additional instruments and to do all things reasonably necessary for carrying out the purpose of this assignment; provided however, that if Assignee desires to record this Assignment, Assignee shall do so at Assignee's sole cost and expense.

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

ASSIGNOR:
GRAPHIC PACKAGING
INTERNATIONAL, INC.

By: 
Name: Stephen A. Hellring
Title: Senior Vice President, General
Counsel and Secretary

ASSIGNEE:
BLUEGRASS/CVI PACKAGING
COMPANY, LLC

By: 
Name: Stephen A. Hellring
Title: Vice President

Exhibit A

(of Trademark Assignment by and between Graphic Packaging International, Inc.
and Bluegrass/CVI Packaging Company, LLC)

TRADEMARKS (Registered/Pending)

MARK	COUNTRY	SERIAL NO.	REGISTRATION NO.
CAP-SAC	US	533,728	1,364,462
FRESH CATCH	US	76-044,074	2,616,500
FRESH CUTS	US	76-043,707	2,569,190
FRESHGARD	US	169,686	1,121,443
FRESH-GARD	US	147,897	749,432
KITCHEN MASTER	US	74-110,013	1,664,118
KOLD-LOK	US	023,993	1,012,922
LOXOL	US	569,578	524,760
PEEL PAK	US	75-627,455	2,370,346
PEEL PAK	MX	374771	613551
SONI-LOK	US	74-699,769	1,982,563
SONI-SEAL	US	75-362,926	2,189,462
STACK-TITE	US	77-936,264	3,945,818
THE YARD MASTER	US	74-112,925	1,949,831
TITE-PAK	US	74-614,199	1,939,870