

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
United States Container Corp.		10/23/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Berlin Packaging L.L.C.		
Street Address:	525 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1658239	UNITED STATES CONTAINER CORPORATION	
Registration Number:	2161432		
Registration Number:	2713834	U.S. CONTAINER	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-258-5631		
Email:	trademarks@schiffhardin.com		
Correspondent Name:	Adam S. Weiss, Schiff Hardin LLC		
Address Line 1:	P.O. Box 06079		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	18796-0027		
NAME OF SUBMITTER:	Adam S. Weiss		

900252842

TRADEMARK
 REEL: 005009 FRAME: 0961

OP \$90.00 1658239

Signature:	/Adam S. Weiss/
Date:	04/18/2013
Total Attachments: 7 source=Berlin Packaging LLC Assignment#page1.tif source=Berlin Packaging LLC Assignment#page2.tif source=Berlin Packaging LLC Assignment#page3.tif source=Berlin Packaging LLC Assignment#page4.tif source=Berlin Packaging LLC Assignment#page5.tif source=Berlin Packaging LLC Assignment#page6.tif source=Berlin Packaging LLC Assignment#page7.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this “Assignment”), dated as of October 23, 2012, is made by and among United States Container Corp., a California corporation (“USCC”), Sunburst Bottle, LLC, a California limited liability company (“Sunburst”) and Western Plastics & Packaging, LLC, an Arizona limited liability company (“Western Plastics” and together with Sunburst and USCC, the “Assignors”), and Berlin Packaging L.L.C., a Delaware limited liability company (the “Assignee”)

WHEREAS, the Assignors, the Assignee, Western Plastics & Packaging, LLC and Jeffrey L. Levine and Carol Allyn Levine, Trustees of the Levine Family Trust dated September 11, 1998, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which the Assignors have agreed to sell, assign, transfer, convey and deliver to the Assignee, and the Assignee has agreed to purchase, acquire, receive and accept from the Assignors, among other Purchased Assets (as defined in the Purchase Agreement), free and clear of any Encumbrances (other than Permitted Encumbrances), all of the Assignors’ rights, title and interest in and to (i) the U.S. Federal law trademarks set forth on Schedule A hereto and the rights to recover for past infringements thereof, together with the goodwill of the business symbolized thereby (the “Trademarks”), and (ii) the domain names set forth on Schedule B hereto (the “Domain Names”) each registered with GoDaddy.com or Mydomain.com (the “Registrars”).

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Assignment of Trademarks. Subject to the terms and conditions of this Assignment, each Assignor hereby assigns to the Assignee, free and clear of any Encumbrances (other than Permitted Encumbrances), all of such Assignor’s rights, title and interest in and to the Trademarks throughout the world, for all of the goods and/or services with which the Trademarks have been used, together with the goodwill of the business symbolized thereby; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in such Assignor’s favor for infringement or other violation of the Trademarks, to have and to hold the same unto the Assignee absolutely.

2. Assignment of Domain Names. Subject to the terms and conditions of this Assignment, each Assignor hereby assigns to the Assignee, free and clear of any Encumbrances (other than Permitted Encumbrances) all of such Assignor’s rights, title and interest in and to the Domain Names, as well as any other rights of such Assignor associated with the Domain Names.

2. Further Assurances. Each Assignor further agrees, without further consideration and at no expense to such Assignor, to cooperate with the Assignee and to execute and deliver, or use its commercially reasonable efforts to cause to be executed

and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit the Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed, including any associate causes of action for infringement. Each Assignor hereby agrees, at no cost to such Assignor, to promptly, fully and in good faith undertake any necessary steps and procedures required by the respective Registrars to effectuate the transfer of ownership of the Domain Names from such Assignor to the Assignee.

3. Counterparts; Effectiveness. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

4. Headings. The descriptive headings contained in this Assignment are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

5. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. Any controversy or claim arising out of or relating to this Assignment, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one. The sole arbitrator shall be selected by use of a "list method." The place of arbitration shall be Los Angeles, CA, USA. The language of the arbitration shall be English. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. Section 9.10 of the Purchase Agreement shall be applicable to any arbitration under this Assignment.

6. Severability. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment as of the date first written above.

ASSIGNORS:

UNITED STATES CONTAINER
CORP.

By: Jeffrey L. Levine
Name: Jeffrey L. Levine
Title: President

SUNBURST BOTTLE, LLC

By: Jeffrey L. Levine
Name: Jeffrey L. Levine
Title: Manager

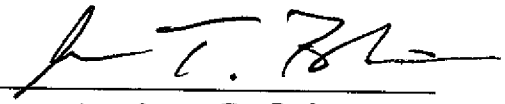
WESTERN PLASTICS &
PACKAGING, LLC

By: Jeffrey L. Levine
Name: Jeffrey L. Levine
Title: Manager

[Assignment of Intellectual Property]


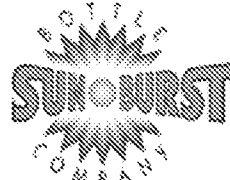
ASSIGNEE:

BERLIN PACKAGING L.L.C.

By: 
Name: ANDREW T. BERLIN
Title: CHAIRMAN & CEO

SCHEDULE A

U.S. Federal Trademarks

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner
U.S. CONTAINER	Serial No. 75/833,143 Reg. No. 2,713,834	Filing Date 10/27/1999 Reg. Date 5/6/2003	United States Container Corp.
UNITED STATES CONTAINER CORPORATION	Serial No. 74/041,719 Reg. No. 1,658,239	Filing Date 3/23/1990 Reg. Date 9/24/1991	United States Container Corp.
	Serial No. 75/190,224 Reg. No. 2,161,432	Filing Date 10/31/1996 Reg. Date 6/2/1998	United States Container Corp.
	Serial No. 85/348,923 Reg. No. 4,101,834	Filing Date 6/17/2011 Reg. Date 2/21/2012	Sunburst Bottle, LLC*

* Assignment executed 7/25/2011 and recorded 7/27/2011 from Sunburst Bottle Company, Inc. as assignor and Sunburst Bottle, LLC as assignee (Reel 4591/Frame 0802).

SCHEDULE B

Domain Names

See attached.

Jarwarehouse.com<http://Jarwarehouse.com>
Jarwarehouse.net<http://Jarwarehouse.net>
Pailwarehouse.net<http://Pailwarehouse.net>
Pailwarehouse.com<http://Pailwarehouse.com>
Sunburstbottling.com<http://Sunburstbottling.com>
Uscweb.com<http://Uscweb.com>
Sbbottle.com<http://Sbbottle.com>
Sbbottle.net<http://Sbbottle.net>
Sunburstbottle.net<http://Sunburstbottle.net>
Sunburstcontainer.net<http://Sunburstcontainer.net>
Sunburstcontainer.com<http://Sunburstcontainer.com>
Sunburstbottlemail.com<http://Sunburstbottlemail.com>
Unitedstatescontainer.net<http://Unitedstatescontainer.net>
Unitedstatescontainer.com<http://Unitedstatescontainer.com>
Unitedstatescontainercorp.com<http://Unitedstatescontainercorp.com>
Unitedstatescontainercorp.net<http://Unitedstatescontainercorp.net>
Uscontainer.net<http://Uscontainer.net>
Sunburstbottle.com<http://Sunburstbottle.com>
Uscmail.com<http://Uscmail.com>
Uscontainer.com<http://Uscontainer.com>
Uscontainerdirect.com<http://Uscontainerdirect.com>
Uscontainerdirect.net<http://Uscontainerdirect.net>
Uscontainersdirect.net<http://Uscontainersdirect.net>
Western-plastics.com<http://Western-plastics.com>