

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
Intelicoat Technologies Image Products Holdco, LLC		08/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
Intelicoat Technologies Image Products S. Hadley, LLC		08/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Exopack Advanced Coatings, LLC
Street Address:	3070 Southport Road
City:	Spartanburg
State/Country:	SOUTH CAROLINA
Postal Code:	29304
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2141515	DP II
Registration Number:	2448446	MUSEO
Registration Number:	3223054	SILVER RAG

CORRESPONDENCE DATA

Fax Number: 8015786999
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (801) 328-3131
 Email: tm-slc@stoel.com
 Correspondent Name: Joshua G. Gigger
 Address Line 1: 201 South Main Street, Suite 1100
 Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	63833-2
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OP \$90.00 2141515

NAME OF SUBMITTER:	Joshua G. Gigger
Signature:	/Joshua G. Gigger/
Date:	10/02/2013
Total Attachments: 5 source=Intelicoat Technologies Holdco_US_Trademark Assignment (Execution Copy - (2)#page1.tif source=Intelicoat Technologies Holdco_US_Trademark Assignment (Execution Copy - (2)#page2.tif source=Intelicoat Technologies Holdco_US_Trademark Assignment (Execution Copy - (2)#page3.tif source=Intelicoat Technologies Holdco_US_Trademark Assignment (Execution Copy - (2)#page4.tif source=Intelicoat Technologies Holdco_US_Trademark Assignment (Execution Copy - (2)#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 28, 2013 ("Effective Date") by and between **Intelicoat Technologies Image Products Holdco, LLC**, a Delaware limited liability company, 28 Gaylord Street, South Hadley, Massachusetts 01075, **Intelicoat Technologies Image Products S. Hadley, LLC**, a Delaware limited liability company, 28 Gaylord Street, South Hadley, Massachusetts 01075 (collectively, "Assignor"), and **Exopack Advanced Coatings, LLC**, a Delaware limited liability company, 3070 Southport Rd., Spartanburg, South Carolina 29304 ("Assignee").

WHEREAS, Assignee, Intelicoat Technologies Image Products S. Hadley, LLC, and Image Products Group, LLC entered into that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Intelicoat Technologies Image Products S. Hadley, LLC, agreed to assign certain trademark applications and registrations to Assignee; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark applications and registrations set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to obtain, perfect, sustain, and/or enforce the Marks with the same legal force and effect as if executed by Assignor.

Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent

that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. The parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

INTELICOAT TECHNOLOGIES
IMAGE PRODUCTS HOLDCO, LLC

TCM/ML

Name: THOMAS C. MOORE

Title: CFO

EXOPACK ADVANCED COATINGS,
LLC

Name: _____

Title: _____

INTELICOAT TECHNOLOGIES
IMAGE PRODUCTS S. HADLEY, LLC

TCM/ML

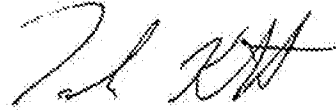
Name: THOMAS C. MOORE

Title: CFO

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**INTELICOAT TECHNOLOGIES
IMAGE PRODUCTS HOLDCO, LLC**

**EXOPACK ADVANCED COATINGS,
LLC**



Name: _____

Name: Jack Knott

Title: _____

Title: Chief Executive Officer

**INTELICOAT TECHNOLOGIES
IMAGE PRODUCTS S. HADLEY, LLC**

Name: _____

Title: _____

SCHEDULE A

U.S. TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class(es)	Status
DP II	U.S.	75/147070 8/8/1996	2141515 3/3/1998	1	Cancelled
MUSEO	U.S.	75/828675 10/22/1999	2448446 5/1/2001	16	Registered
SILVER RAG	U.S.	78/906634 6/13/2006	3223054 3/27/2007	16	Registered