

## 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
Image Products Group, 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: 11			
Property Type	Number	Word Mark	
Registration Number:	2934444	INTELICOAT TECHNOLOGIES	
Registration Number:	2987540	JET SET	
Registration Number:	1890513	JET SET	
Registration Number:	1036009	KMAX	
Registration Number:	1949342	MAGIC	
Registration Number:	2953744	MAGIC MAINSTREAM	
Registration Number:	3011278	MAGIC POSTER-PRO	
Registration Number:	2922948	MAGICLEE	
Registration Number:	2113599	PHOTOLITE	
Registration Number:	2339285	PROOF IT	
Registration Number:	0770771	TECNIFAX	
CORRESPONDENCE DATA			
Fax Number:	8015786999		

OP \$290.00 2934444

*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
NAME OF SUBMITTER:	Joshua G. Gigger
Signature:	/Joshua G. Gigger/
Date:	10/02/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

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

**WHEREAS**, Assignor, Assignee and Intelicoat Technologies Image Products S. Hadley, LLC entered into that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor 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, and the foreign trademark applications and registrations set forth on Schedule B 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.

IMAGE PRODUCTS GROUP, LLC

EXOPACK ADVANCED COATINGS,  
LLC



\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_



Name: Jack Knott

Title: \_\_\_\_\_

Title: Chief Executive Officer

**SCHEDULE A**

**U.S. TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Class(es)</b>	<b>Status</b>
INTELICOAT TECHNOLOGIES	U.S.	76/559099 11/13/2003	2934444 3/22/2005	2, 9, 17, 35, 40	Registered
JET SET	U.S.	78/440920 6/24/2004	2987540 8/23/2005	16	Cancelled
JET SET	U.S.	74/361567 2/23/1993	1890513 4/18/1995	16	Cancelled
KMAX	U.S.	73/053655 5/29/1975	1036009 3/23/1976	1	Expired
MAGIC and Design 	U.S.	74/360422 2/19/1993	1949342 1/16/1996	16	Registered
MAGIC MAINSTREAM	U.S.	78/390178 3/24/2004	2953744 5/17/2005	16	Cancelled
MAGIC POSTER- PRO	U.S.	78/479287 9/7/2004	3011278 11/1/2005	16	Registered
MAGICLEE	U.S.	78/333592 11/26/2003	2922948 2/1/2005	16	Registered
PHOTOLITE	U.S.	75/107094 5/20/1996	2113599 11/18/1997	16	Cancelled
PROOF IT and Design 	U.S.	75/554391 9/17/1998	2339285 4/4/2000	16	Registered
TECNIFAX	U.S.	72/166142 4/4/1963	0770771 6/2/1964	26	Expired