

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
Southern Film Extruders, Inc.		10/01/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Epsilon Plastics, Inc.		
Street Address:	Building #8 - Page and Schuyler Avenues		
Internal Address:	P.O. Box 808		
City:	Lyndhurst		
State/Country:	NEW JERSEY		
Postal Code:	07071		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3206842	SOUTHERN FILM	
Registration Number:	3118026	SFE	
CORRESPONDENCE DATA			
Fax Number:	9735302225		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-530-2025		
Email:	pnussbaum@wolffsamson.com		
Correspondent Name:	Peter Nussbaum		
Address Line 1:	Wolff & Samson PC		
Address Line 2:	One Boland Drive		
Address Line 4:	West Orange, NEW JERSEY 07052		
NAME OF SUBMITTER:	Peter Nussbaum		
Signature:	/Peter Nussbaum/		

OP \$65.00 3206842

Date:

10/08/2013

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 1ST day of October, 2013, by and between SOUTHERN FILM EXTRUDERS, INC., a North Carolina corporation having a principal business address of 2319 English Road, High Point, North Carolina 27262 ("Assignor"), to EPSILON PLASTICS, INC., a New Jersey corporation, having a principal business address of Building #8, Page and Schuyler Avenues, P.O. Box 808, Lyndhurst, New Jersey 07071 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks as more fully described on Exhibit A attached hereto, including all common law rights in and to the same (the "Trademarks"); and

WHEREAS, under the terms of that certain Asset Purchase Agreement dated as of August 2013 (the "Agreement") between Assignor and Assignee, Assignor has conveyed, transferred and assigned to Assignee, among other assets, the Trademarks; and

WHEREAS, in order to memorialize the conveyance to Assignee of all of Assignor's right, title, and interest in and to the Trademarks, the parties desire to execute and deliver this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, all of Assignor's right, title and interest throughout the world in and to the Trademarks, together with all of the goodwill of the business symbolized by said Trademarks together with the right to recover damages and profits and all other remedies for past infringements thereof, if any.

2. The entire interest assigned herein is to be held and enjoyed by Assignee and by its successors, assigns, and legal representatives, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

3. Assignor further covenants that Assignor will execute and deliver, from time to time after the date hereof upon the request of Assignee at Assignee's expense, such further documents, papers, forms, and authorizations, and will take all other actions that may be necessary for securing, completing, or vesting in Assignee all right, title, and interest in and to the Trademarks, to the fullest extent possible. In addition, Assignor shall provide to Assignee and its successors, assigns, and legal representatives cooperation and assistance at Assignee's request and sole expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, and other documentation as may be reasonably required) in the prosecution or defense of any reexamination, reissue, infringement suit, or other proceeding that may arise in connection with any of the rights assigned herein.

4. In furtherance of this Assignment, Assignor hereby acknowledges that, from this date forward, Assignee has succeeded to all of Assignor's right, title, and standing to (a) receive all rights and benefits pertaining to the Trademarks, (b) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Trademarks, and (c) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

5. The terms of the Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

6. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

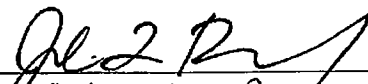
7. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflicts of laws principles.

8. This Assignment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment on the date first written above.

ASSIGNOR:

SOUTHERN FILM EXTRUDERS, INC.

By: 
Name: John L. Barnes
Title: V.P. Finance

ASSIGNEE:

EPSILON PLASTICS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Assignment on the date first written above.


ASSIGNOR:

SOUTHERN FILM EXTRUDERS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

EPSILON PLASTICS, INC.

By:  _____
Name: Mark Teo
Title: President

STATE OF NORTH CAROLINA)
) SS
COUNTY OF Guilford)

I CERTIFY that on October 1, 2013, John L. Barnes personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he/she is the V.P. Finance of SOUTHERN FILM EXTRUDERS, INC., the corporation named in the attached document;
- (b) he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
- (c) he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.

STATE OF NEW JERSEY)
) SS
COUNTY OF _____)

Jane L. Harrison
my commission expires 9/27/2015
JANE L. HARRISON
NOTARY PUBLIC
GUILFORD COUNTY, NC

I CERTIFY that on October __, 2013, _____ personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the _____ of EPSILON PLASTICS, INC. a New Jersey corporation, the corporation named in the attached document;
- (b) he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
- (c) he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.

STATE OF NORTH CAROLINA)
) SS
COUNTY OF _____)

I CERTIFY that on October __, 2013, _____ personally appeared before me, and that he acknowledged under oath, to my satisfaction, that:

- (a) he/she is the _____ of SOUTHERN FILM EXTRUDERS, INC., the corporation named in the attached document;
- (b) he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
- (c) he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.

STATE OF NEW JERSEY)
) SS
COUNTY OF Bergen)

I CERTIFY that on October 1, 2013, Mark Teo personally appeared before me, and that he/she acknowledged under oath, to my satisfaction, that:

- (a) he/she is the President of EPSILON PLASTICS, INC. a New Jersey corporation, the corporation named in the attached document;
- (b) he/she executed and delivered the attached document as the voluntary act and deed of such corporation, for the uses and purposes therein expressed; and
- (c) he/she was authorized by such corporation to execute and deliver the attached document on behalf of such corporation.

Lise Muccilo

LISE MUCCILO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 11 2014

EXHIBIT A

Description of Trademarks

All of Southern Film Extruders, Inc.'s right, title and interest in, to and under the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications in trademarks and service marks, including, without limitation, registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any other political subdivision thereof, including, without limitation, those referred to in Schedule 1 attached hereto, and all reissues, continuations, continuations-in-part or extensions thereof ("Trademarks"), and any renewals and registrations thereof, (ii) the goodwill of Southern Film Extruders, Inc. symbolized by the Trademarks, and (iii) all products and proceeds of the foregoing, including, without limitation, any claim by Southern Film Extruders, Inc. against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule 1 hereto.

SCHEDULE 1

REGISTERED U.S. TRADEMARKS

Mark	Registration Date	Registration Number
SOUTHERN FILM	February 6, 2007	3206842
SFE and Design	July 18, 2006	3118026