

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trinity Packaging Corporation		07/31/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Trinity Plastics Inc.
<b>Street Address:</b>	9 Peach Tree Hill Road
<b>City:</b>	Livingston
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07039
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3661351	FLEXTRA
Registration Number:	2995219	GRIP 'N TIE
Registration Number:	1675007	STURDI
Registration Number:	3781868	STURDI DEGRADABLES

**CORRESPONDENCE DATA**

Fax Number: 3142314342  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3143457000  
 Email: ustrademarks@senniger.com  
 Correspondent Name: Senniger Powers LLP  
 Address Line 1: 100 North Broadway  
 Address Line 2: 17th Floor  
 Address Line 4: St. Louis, MISSOURI 63102

<b>ATTORNEY DOCKET NUMBER:</b>	IGP 1945 (PIF/AXJ)
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OP \$115.00 3661351

NAME OF SUBMITTER:	Anita Juric
Signature:	/anita juric/
Date:	11/19/2013
Total Attachments: 6 source=02205850#page1.tif source=02205850#page2.tif source=02205850#page3.tif source=02205850#page4.tif source=02205850#page5.tif source=02205850#page6.tif	

**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale"), dated as of July 31, 2013, by and between Trinity Packaging Corporation, a Delaware corporation ("Seller") and Trinity Plastics Inc., a Delaware corporation ("Purchaser"). Capitalized terms used but not defined herein shall have the meanings specified in the Purchase Agreement (as defined below).

**RECITALS:**

WHEREAS, Purchaser, Seller and Intoplast Group, Inc., a Delaware Corporation and owner of 100% of the issued and outstanding Capital Stock of Purchaser, have entered into that certain Asset Purchase Agreement dated the date hereof (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser all of its right, title and interest in, to and under the Purchased Assets, and Purchaser has agreed to purchase the Purchased Assets from Seller and to assume the Assumed Liabilities, subject in all respects to the terms and conditions of the Purchase Agreement.

WHEREAS, as consideration for the conveyance of the Purchased Assets, Purchaser has paid the Closing Date Purchase Price to Seller.

WHEREAS, Seller desires to deliver to Purchaser such instruments of sale, conveyance, assignment, transfer and delivery as shall be effective to vest in Purchaser all right, title and interest in and to the Purchased Assets.

WHEREAS, Purchaser desires to deliver to Seller an instrument as shall be effective to assume the Assumed Liabilities subject to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the Closing Date Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are expressly confessed and acknowledged, and intending to be legally bound hereby, Seller and Purchaser agree as follows:

**AGREEMENTS:**

1. Seller hereby grants, bargains, sells, conveys, assigns, transfers, and delivers unto Purchaser all of such Seller's right, title and interest in and to the Purchased Assets, free and clear of all security interests, liens and encumbrances of every kind, nature and description, except for the Permitted Liens, effective as of the Closing Date. The Purchased Assets does not include the Excluded Assets.

2. The Purchaser hereby assumes all of the Assumed Liabilities, subject to the terms and conditions of the Purchase Agreement. Purchaser does not assume and shall have no liability whatsoever with respect to any Retained Liabilities or any other obligation or liability other than the Assumed Liabilities, whether known or unknown, disclosed or undisclosed, matured or unmatured, contingent or otherwise.

3. The Seller hereby assigns to Purchaser, and Purchaser hereby accepts with full right of subrogation, to the extent so transferable, the benefit of and right to enforce the covenants and warranties, if any, which such Seller is entitled to enforce with respect to the Purchased Assets.

4. The Seller agrees, upon the reasonable request of Purchaser, to execute, acknowledge and deliver such further conveyances, notices, assignments, releases and acceptances and such other instruments and to take all and every such further action as may be reasonably necessary or appropriate to obtain any necessary consents or more fully to assure to Purchaser or its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred and delivered, or otherwise vested in Purchaser or intended so to be; provided, that except as provided in the Purchase Agreement, Seller shall not be required to expend any funds as part of this Bill of Sale.

5. The Seller does hereby bind itself and its successors to warrant and forever defend, all and singular, title to the Purchased Assets unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by or through Seller, subject to the terms and conditions of the Purchase Agreement.

6. The assumption by Purchaser of the Assumed Liabilities as herein provided is not intended by the parties to expand the rights or remedies of any third party against Purchaser as compared to the rights and remedies which such third party would have had against any Seller had Purchaser not consummated the transactions contemplated by this Bill of Sale. Nothing herein shall, or shall be construed to, prejudice the right of Purchaser to contest any claim or demand with respect to any Assumed Liability, and Purchaser shall have all rights which any Seller may have or has had to defend or contest any such claim or demand, subject to Purchaser's and Parent's indemnification obligations under Article IX of the Purchase Agreement.

7. This Bill of Sale shall be binding on and inure to the benefit of Seller, Parent, Purchaser, and their respective successors and assigns.

8. None of the provisions of this Bill of Sale may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

9. This Bill of Sale will be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the Laws that might otherwise govern under principles of conflict of laws thereof.

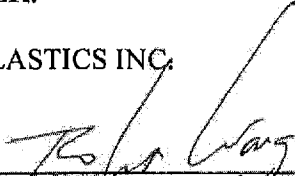
10. This Bill of Sale may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Any such facsimile documents and signatures shall, subject to applicable Law, have the same force and effect as manually-signed originals and shall be binding on the parties hereto.

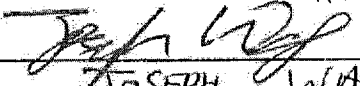
*[Signatures appear on the following page]*

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Bill of Sale as of the date first above written.

**PURCHASER:**

TRINITY PLASTICS INC.

By:   
Name: ROBERT WANG  
Title: Chief Financial Officer & Treasurer

By:   
Name: JOSEPH WANG  
Title: VICE PRESIDENT ADMINISTRATION

**SELLER:**

TRINITY PACKAGING CORPORATION

By: \_\_\_\_\_  
John H. Freund,  
Chairman and Chief Executive Officer

[SIGNATURE PAGE TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Bill of Sale as of the date first above written.

**PURCHASER:**

TRINITY PLASTICS INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

TRINITY PACKAGING CORPORATION

By: John H. Freund  
John H. Freund,  
Chairman and Chief Executive Officer

[SIGNATURE PAGE TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT]

**TRADEMARK**  
**REEL: 005157 FRAME: 0344**

Schedule B  
 Purchased Assets, in  
 part, Incorporated  
 from referenced  
 Purchase Agreement

Trinity Packaging Corporation Trademark Application and Registration Report

Docket No. (FIP ID)	Mark	Country	Status Sub-Status	Serial No. Filing Date	Reg. No. Reg. Date	Matter Type	Owner	Class	Goods/Services
20402 (95785)	Plastic Bag Trade Dress	United States of America	Pending, was filed on 1b status	85/206,376 12/28/10		Trademark- ORG	Trinity Packaging Corp.	16	General purpose plastic bags; plastic trash bags; plastic garbage bags.
20413 (96177)	FLEXTRA	United States of America	Registered	77/157,893 4/16/07	3661351 7/28/09	Trademark- ORG	Trinity Packaging Corp.	16	Plastic trash bags.
20414 (96178)	GRIP 'N TIE	United States of America	Registered	78/456,029 7/23/04	2995219 9/13/05	Trademark- ORG	Trinity Packaging Corp.	16	Plastic trash bags.
20415 (96180)	STURDI	United States of America	Registered	73/785,941 3/9/89	1675007 2/11/92	Trademark- ORG	Trinity Packaging Corp.	16	Plastic bags for holding trash or garbage
20416 (96181)	STURDI DEGRADABLES	United States of America	Registered	77/498,412 6/13/08	3781868 4/27/10	Trademark- ORG	Trinity Packaging Corp.	16	Plastic bags for holding trash or garbage

Trinity Packaging Pending/Issued Patent Report

APPLICATION NUMBER	TITLE	COUNTRY	STATUS	PATENT NUMBER	GRANT DATE
09/412,720	Storage and Dispensing Unit for Merchandise Bags	United States of America	Issued	6,098,806	August 8, 2000
13/368,557	Internally Reinforced Header Bag	United States of America	Pending		

TRADEMARK

REEL: 005157 FRAME: 0346