

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
Sealed Air Corporation (US)		12/06/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nelipak Corporation		
Street Address:	411 East Wisconsin Avenue		
Internal Address:	c/o Mason Wells Buyout Fund III, L.P., Suite 1280		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3797703	NELIPAK	
CORRESPONDENCE DATA			
Fax Number:	4149788675		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	139249.00039		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$40.00 3797703

Date:

12/10/2013

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") is entered into as of December 6, 2013, by and between Sealed Air Corporation (US), a Delaware corporation ("Assignor") and Nelipak Corporation, a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Master Stock and Asset Purchase Agreement dated as of November 13, 2013 (as amended, supplemented or otherwise modified from time to time, the "Master Agreement"), by and among, Assignor, Sealed Air B.V., a company organized under the laws of The Netherlands, Sealed Air Packaging, S.L.U., a company organized under the laws of Spain ("SA-SP" and, together with SA-US and SA-BV, "Sellers" and each individually, a "Seller"), Assignee, Nelipak European Holdings Coöperatief U.A., a cooperative incorporated under the laws of the Netherlands ("Dutch Purchaser"), and the Sellers' Agent (as defined in the Master Agreement), among other things, Assignor agreed to convey, assign and transfer, and Assignee has agreed to acquire, certain of Assignor's trademarks used or held for use in connection with the conduct or operation of the Business upon the terms and subject to the conditions set forth in the Master Agreement; and

WHEREAS, pursuant to the Master Agreement, Assignor agreed to execute and deliver to Assignee at the Closing this Agreement with respect to the Assigned Marks (as defined below).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Master Agreement.

2. Transfer of Assigned Marks. Assignor hereby conveys, transfers and assigns all of its rights, title and interest whatsoever in and to all of the Trademarks comprising a portion of the Purchase Assets, including, but not limited to the registered trademarks set forth in Exhibit A hereto (collectively, the "Assigned Marks"), together with all applications to register the Assigned Marks, and all registrations of the Assigned Marks, and the goodwill of the Business connected with the use of and symbolized by the Assigned Marks, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the Assigned Marks are used.

Assignor covenants not to use or display the Assigned Marks anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof for the goods and services covered by the assigned applications and registrations, any applicable registrations thereof for any other goods and services for which the Assigned Marks are presently used or the ownership of the Assigned Marks by Assignee. Assignor further covenants not to use, adopt or register a mark as a trademark or trade name or any word, mark, name or symbol or combination thereof which will be confusingly similar to the Assigned Marks.

3. No Additional Representations. Except as otherwise set forth in this Agreement, Assignor is not making any additional representations, warranties or covenants in this Agreement other than those contained in the Master Agreement.

4. Further Assurances. Assignor shall execute and deliver, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Marks to Assignee.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any Person, other than Assignor and Assignee and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignor and Assignee and their respective successors and assigns.

6. Modification. This Agreement may not be modified except by a writing executed by all Assignor and Assignee.

7. Assignment. The terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by Assignor and Assignee and each of their respective successors and permitted assigns.

8. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

9. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by electronic transmission in .PDF or .TIF format which shall be deemed originals.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ASSIGNEE:

NELIPAK CORPORATION

By: [Signature]

Name: Clas Nilstoft

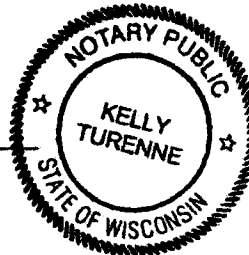
Title: President and Chief Executive Officer

STATE OF Wisconsin)
COUNTY OF Milwaukee)

Personally appeared before me, Clas Nilstoft, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 4th day of December, 2013.

[Signature]
Notary Public

My Commission Expires: is permanent



[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 005170 FRAME: 0932

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ASSIGNOR:

SEALED AIR CORPORATION (US)

By: Carol P. Lowe

Name: Carol P. Lowe

Title: Vice President & Chief Financial Officer

STATE OF New Jersey)
COUNTY OF Bergen)

Personally appeared before me, Carol P. Lowe, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 25 day of November, 2013.

Barbara A. Pieczonka
Notary Public

My Commission Expires: _____

~~BARBARA A. PIECZONKA~~
NOTARY PUBLIC
NEW JERSEY

My Commission Expires 7-17-16

[Signature Page to Assignment of Trademarks]

EXHIBIT A
TRADEMARKS

Country	Trademark	Reg. No.	Issue Date	Goods/Services Int. Class
Costa Rica	NELIPAK	218912	05/28/ 2012	Packaging materials; packaging materials, namely rigid plastic trays (CI 20)
Dominican Republic	NELIPAK	193534	03/01/2012 03/01/2022 Renewal	Packing material namely plastic trays (CI 20)
European Community	NELIPAK	5129226	11/12/2007 06/12/ 2016 Renewal	Packaging materials; packaging materials, namely rigid plastic trays (CI 16)
United States	NELIPAK	3,797,703	06/01/2010 06/01/2016 Declaration of use	Packaging material, namely, rigid plastic trays (CI 20)