

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association	FORMERLY National City Bank (predecessor prior to merger with PNC Bank)	12/18/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Paradigm Packaging, Inc.		
Street Address:	202 Washington Avenue		
City:	Carlstadt		
State/Country:	NEW JERSEY		
Postal Code:	07072		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2696634	PARADIGM PACKAGING	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612-492-6842		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP, 50 South 6th St		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

CH \$40.00 2696634

Date:

12/20/2013

Total Attachments: 7

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**TERMINATION OF CONTINGENT PATENT, TRADEMARK
AND LICENSE ASSIGNMENT**

This **TERMINATION OF CONTINGENT PATENT, TRADEMARK AND LICENSE ASSIGNMENT** (this "Termination") is granted as of December 18, 2013 by **PNC BANK, NATIONAL ASSOCIATION**, as successor by merger to NATIONAL CITY BANK ("Agent") and as agent for the financial institutions which are parties to the Credit Agreement, as hereinafter defined, (collectively, the "Lenders"), in favor of **PARADIGM PACKAGING, INC.**, a Delaware corporation (collectively, with all former owners in the chain of title as described below, the "Company").

RECITALS

WHEREAS, the original Contingent, Patent, Trademark and License Agreement ("Security Agreement"), executed on December 20, 2000, was between Waddington Jaycare LLC, as assignor, and National City Bank, as agent for the Lenders;

WHEREAS, subsequent to the execution of the Security Agreement, Waddington Jaycare LLC changed its name to Paradigm Packaging East, LLC;

WHEREAS, Paradigm Packaging East, LLC (f/k/a Waddington Jaycare LLC) then assigned rights in certain intellectual property, including, but not limited to, those assets set forth on Schedules A, B, and C hereto;

WHEREAS, the Lenders and Waddington Jaycare, LLC are the identified parties in that certain Credit and Security Agreement, dated as of December 20, 2011 (as has been amended or amended and restated, the "Credit Agreement");

WHEREAS, as a condition of the Lenders extending the credit to the Company as set forth in the Credit Agreement, Waddington Jaycare, LLC executed the Security Agreement, granting the Lenders a security interest in and lien on certain Collateral (as defined below);

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office ("PTO") on June 21, 2001, at Reel 011911, Frame 0246, against certain patents identified on Schedule A hereto;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the PTO on June 18, 2001, at Reel 2317, Frame 0362, against certain trademarks identified on Schedule B hereto; and

WHEREAS, the Lenders are satisfied that all of the obligations under the Credit Agreement have been met and are prepared to terminate and release their security interests in and liens on the Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders hereby agree as follows:

(1) Definitions.

(a) All capitalized terms used herein shall have the meaning ascribed to them in the Credit Agreement, unless otherwise defined in this Termination.

(b) The term “Collateral”, as used herein, shall mean, collectively, all of Company’s existing and future (i) Patents; (ii) Trademarks; and (iii) Licenses.

(c) “Licenses” shall mean license agreements with any other party which by their terms are assignable, whether Company is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Company and now or hereafter covered by such licenses.

(d) “Patents” shall mean patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world.

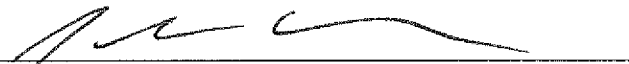
(e) “Trademarks” shall mean trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, and (v) the goodwill of Company’s business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

(2) Release of Security Interest in Collateral. The Lenders hereby terminate, release and discharge their security interest in the Collateral (including without limitation those Patents, Trademarks, and Licenses listed on Schedules A, B, and C hereto).

(3) Reassignment. The Lenders hereby reassign, grant and convey to the Company, without any representation, recourse or undertaking by the Lenders, all of the Lenders’ right, title and interest in and to the Collateral.

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION,
as Agent and on behalf of the Lenders

By: 
Name: *John WEIRINGER*
Title: *Vice President*

PARADIGM PACKAGING, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION,
as Agent and on behalf of the Lenders

By: _____
Name:
Title:

PARADIGM PACKAGING, INC.

By: Scott Conklin
Name: Scott Conklin
Title: Vice President

Schedule A

PATENTS

Title	Patent No.	Issue Date	Serial No.	Filing Date
WIDE MOUTH CHILDPROOF CONTAINER	5,312,010	05/17/1994	08/068,152	05/28/1993
PRINTED SYNTHETIC RESINOUS CORKS AND METHOD OF MAKING SAME	5,641,573	06/24/1997	08/154,503	11/19/1993
CHILDPROOF CLOSURE WITH MEANS FOR FACILITATING AUTHORIZED REMOVAL	5/636,756	06/10/1997	08/371,796	01/12/1995
CONTAINER CLOSURE	D374,821	10/22/1996	29/033,500	01/13/1995
MEDICINAL CONTAINER	D391,757	03/10/1998	29/055,529	06/06/1996

Schedule B

TRADEMARKS

Mark	Status	Ser. No. / App. Date	Reg. No. / Reg. Date
PARADIGM PACKAGING	Registered	78/031,472 19-Oct-2000	2,696,634 11-Mar-2003

Schedule C

LICENSES

Schedule C

Licenses

1. In connection with the recent sale by Parent of Waddington Jaycare Limited, a UK Affiliate of Seller, Jaycare and Trans Container that also trades under the name "Waddington Jaycare" ("Jaycare UK"), Seller transferred to Jaycare UK any and all rights it or Jaycare and Trans Container had to use the "Jaycare" name and open hatch logo, subject to a license to use the name during a nine month transition period and certain rights to use the logo on products manufactured with existing tooling and molds. Seller was also granted a license to use certain patented technology for the balance of the patent life with respect to its Hingeguard and Jaycap closure products. The details of these arrangements are set forth in a License Agreement dated September 14, 2000 (the "License Agreement"). Pursuant to the License Agreement, Seller has the right to assign its rights thereunder in connection with the sale of its business.

2. Jaycare and Trans Container have the following domain names:

*Waddington-Jaycare.com -- registered by Jaycare

Plasticbottlesforless.com -- registered by Jaycare

*Waddingtonjaycare.com -- registered by Jaycare

* Jaycare and Trans Container will cease using these domain names pursuant to the License Agreement

3. License Agreement between Jaycare and Coralfoam Limited, dated January 14, 1999.

4. The trade name "Waddington" is and will continue after the Closing to be used by Affiliates and former Affiliates of the Company.

5. Trademark Assignment Agreement between Jaycare, as assignor, and Waddington Jaycare Limited, as assignee, dated September 14, 2000 pursuant to which Jaycare assigned its rights to the name "Waddington Jaycare".