

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
Constar International Holdings LLC		02/27/2014	LIMITED LIABILITY COMPANY:
Constar International LLC		02/27/2014	LIMITED LIABILITY COMPANY:
Constar International Inc.		02/27/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	Plastipak Packaging, Inc.
Street Address:	41605 Ann Arbor Road
City:	Plymouth
State/Country:	MICHIGAN
Postal Code:	48170
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4102206	DC100
Registration Number:	4102208	DC300
Registration Number:	2819157	C
Registration Number:	3133417	MONOXBAR
Registration Number:	2630100	CONSTAR
Registration Number:	1840582	CONSTAR
Registration Number:	2840563	OXBAR
Registration Number:	3145994	MONOXBAR FROM CONSTAR
Registration Number:	3326327	DIAMOND CLEAR
Registration Number:	3401510	DIAMONDCLEAR
Registration Number:	3835668	VCT

OP \$340.00 4102206

Registration Number:	3665740	CONSTRUCT
Registration Number:	3780471	CONVERT IT

CORRESPONDENCE DATA

Fax Number:

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

Email: mtabone@plastipak.com
 Correspondent Name: Plastipak Packaging, Inc.
 Address Line 1: 41605 Ann Arbor Road
 Address Line 2: Legal Department
 Address Line 4: Plymouth, MICHIGAN 48170

NAME OF SUBMITTER:	Mario A. Tabone
Signature:	/Mario A. Tabone/
Date:	03/05/2014

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered on the 27th day of February, 2014 (the "Effective Date"), by and between Constar International Holdings LLC, a Delaware limited liability company ("ParentCo"), and each of its subsidiaries listed on the signature page of this Assignment (each an "Assignor" and collectively with ParentCo, "Assignors"), and Plastipak Packaging, Inc., a Delaware corporation having its principal place of business at 41605 Ann Arbor Road, Plymouth, Michigan 48170, USA ("Assignee")(each a "Party," and collectively, the "Parties").

WHEREAS, Assignors are the owners of the trademarks and trademark applications/registrations included on the attached **Exhibit A** (the "Trademarks"):

WHEREAS, Assignee is desirous of acquiring Assignors' entire right, title, and interest in the Trademarks set forth on **Exhibit A**, and including all common law rights therein, together with the goodwill of the business that is ongoing and existing symbolized by the Trademarks;

WHEREAS, Assignors and Assignee are parties to a Purchase Agreement dated February 6, 2014 (the "Purchase Agreement"), wherein Assignee agreed to purchase, and Assignor agreed to sell, all of Assignors' right, title, and interest in and to the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition associated with the Purchase Agreement and the purchase of the Trademarks by Assignee;

NOW THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignors hereby assign, sell and set over unto the Assignee and Assignee's successors, legal representatives and assigns, the entire right, title, and interest in and to any and all rights and privileges associated with the Trademarks, together with the goodwill of the business that is ongoing and existing symbolized by the Trademarks, and any and all renewals thereof, and the right to bring suit and collect damages for past infringements thereof. Assignors hereby covenant and agree that the Assignors will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect said right, title, and interest and said rights and privileges in Assignee, its successors, assigns and legal representatives.

2. Representation and Warranty. Assignors represent and warrant that they (a) have full right to convey the entire rights, title, and interest herein assigned, and (b) have not executed and will not execute any agreement or do anything in conflict with this Assignment.

3. Further Assurances. Assignors shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable by Assignee to record and perfect the interest of Assignee in and to the Trademarks.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives below.

ASSIGNOR: Constar International Holdings LLC By: <u>[Signature]</u> Name: <u>Mark Borseth</u> Title: <u>Executive Vice President and CFO</u>	ASSIGNOR: Constar International LLC By: <u>[Signature]</u> Name: <u>Mark Borseth</u> Title: <u>Executive Vice President and CFO</u>
ASSIGNOR: Constar International Inc. By: <u>[Signature]</u> Name: <u>Mark Borseth</u> Title: <u>Executive Vice President and CFO</u>	

State of PENNSYLVANIA)

) ss:

County of PHILADELPHIA)

MARK BORSETH, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

Date: FEBRUARY 21, 2014

[Signature]

Notary Public

My Commission Expires: October 27, 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARIA TERESA O'BRIEN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 27, 2017

ASSIGNEE:

Plastipak Packaging, Inc.

By: William C. Young

Name: William C. Young

Title: President and CEO

State of Michigan)

) ss:

County of Wayne)

William C. Young personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

Date: 12-26-14


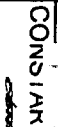



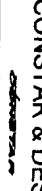

Tom D. Jaber

Notary Public

My Commission Expires: 1/31/19

TOM D JABERO
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 31, 2019
Acting in the County of Wayne

EXHIBIT A

Matter	Mark	Country	Application No.	Registration No.
US- TM: DC:100 in Class 1	DC:100	USA	85/366,393	4,102,206
US- TM: DC:300 in Class 1	DC:300	USA	85/366,400	4,102,208
US- TM: C & Star Design in Classes 20, 21	C & Star Design	USA	76/477,070	2,819,157
US- TM: MONOXBAR in Classes 1, 20, 21	 MONOXBAR	USA	76/512,231	3,133,417
US- TM: CONSTAR & Design in Classes 20, 21	 CONSTAR & DESIGN	USA	76/114,291	2,630,100
US- TM: CONSTAR in Class 21	CONSTAR	USA	74/427,235	1,840,582
US- TM: OXBAR in Classes 20, 21	OXBAR	USA	75/983,442	2,840,563
US- TM: MONOXBAR FROM CONSTAR & Design in Classes 1, 20, 21	MONOXBAR & Design	USA	76/598,560	3,145,994
US- TM: DIAMOND CLEAR & Design in Class 21	 DIAMOND CLEAR & Design	USA	78/654,402	3,326,327
US- TM: DIAMOND CLEAR in Class 21	 DIAMOND CLEAR	USA	77/237,908	3,401,510
US- TM: VCT in Class 21	VCT	USA	77/505,399	3,835,668
US- TM: CONSTRUCT in Class 42	CONSTRUCT	USA	77/505,410	3,665,740
US- TM: CONVERT IT in Class 42	CONVERT IT	USA	77/788,733	3,780,471
France - TM: STARSHIELD in Classes 20, 21	STARSHIELD	France	2261655	2261655
United Kingdom - TM: STARSHIELD in Classes 20, 21	STARSHIELD	United Kingdom	2170707	2170707
Germany - TM: STARSHIELD in Class 20	STARSHIELD	Germany	39836148	39836148
Germany - TM: STARSHIELD in Class 21	STARSHIELD	Germany	39836147	39836147
United Kingdom - TM: CONSTAR & Design in Classes 20, 21	 CONSTAR & DESIGN	United Kingdom	2261655	2261655
Hungary - TM: CONSTAR & Design in Classes 20, 21	 CONSTAR & DESIGN	Hungary	M0101105	169492
Benelux - CONSTAR & Design in Classes 20, 21	 CONSTAR & DESIGN	Benelux	984115	699387

Turkey - TM: CONSTAR & Design in Classes 20, 21	CONSTAR & DESIGN	Turkey	15827/21	200103503
Mexico - TM: CONSTAR & Design in Class 21	CONSTAR & DESIGN	Mexico	143717	456246
CTM - TM: MONOXBAR FROM CONSTAR & Design Classes 1, 20, 21	MONOXBAR & Design	European Community	4117115	4117115
Japan - TM: MONOXBAR FROM CONSTAR & Design Classes 1, 20, 21	MONOXBAR & Design	Japan	2004-103174	4907297
CTM - TM: DIAMOND CLEAR in Class 16, 20, 21	DIAMOND CLEAR	European Community	6604151	6604151
Australia: TM: DIAMOND CLEAR in Class 21	DIAMOND CLEAR	Australia	1220379	1220379
South Africa - TM: DIAMOND CLEAR in Class 21	DIAMOND CLEAR	South Africa	200801329	200801329
China - TM: DIAMOND CLEAR in Class 21	DIAMOND CLEAR	China	6526311	6526311
Japan - TM: DIAMOND CLEAR in Class 21	DIAMOND CLEAR	Japan	20084841	5140164
Benelux - TM: OXBAR in Classes 1, 20, 21	OXBAR	Benelux	943720	658550
Germany - TM: OXBAR in Classes 1, 20, 21	OXBAR	Germany	39947897	39947897
France - TM: OXBAR in Classes 1, 20, 21	OXBAR	France	99807858	99807858
Japan - TM: OXBAR in Classes 1, 20	OXBAR	Japan	2003-102406	4792403
New Zealand - TM: DIAMOND CLEAR in Classes 1, 20, 21	DIAMOND CLEAR	New Zealand	794187	794187
Denmark - TM: OXBAR in Classes 1, 20, 21	OXBAR	Denmark	VA 003330 1999	VR 001564 2000
Canada - TM: OXBAR	OXBAR	Canada	1025839	TMA604112
Australia - TM: OXBAR in Classes 1, 20, 21	OXBAR	Australia	1254746	1254746
Australia - TM: MONOXBAR in Classes 1, 20, 21	MONOXBAR	Australia	1254748	1254748
Australia - TM: DIAMOND CLEAR in Classes 1, 20, 21	DIAMOND CLEAR	Australia	1254749	1254749

CTM - TM: OXBAR in Classes 1, 20, 21	OXBAR	European Community	4083853	4083853
Canada - TM: STARSHIELD	STARSHIELD	Canada	1044446	TMA 574,743
Madrid Protocol - TM: DC300 Class 1	DC300	Madrid Protocol	1106959	1106959
Canada - TM: DC300 Class 1	DC300	Canada	1,558,637	
New Zealand - TM: DC300 Class 1	DC300	New Zealand	854764	854764
Mexico - TM: DC300 Class 1	DC300	Mexico	1239687	1342465
South Africa - TM: DC300 Class 1	DC300	South Africa	2012/00463	
Madrid Protocol - TM: DC100 Class 1	DC100	Madrid Protocol	A0027861	1106486
Canada - TM: DC100 Class 1	DC100	Canada	1,558,636	
New Zealand - TM: DC100 Class 1	DC100	New Zealand	854763	854763
Mexico - TM: DC100 Class 1	DC100	Mexico	1239686	13424654
South Africa - TM: DC100 Class 1	DC100	South Africa	2012/00464	
Madrid Protocol - Australia - TM: DC300 Class 1	DC300	Australia	1106959	1106959
Madrid Protocol - China - TM: DC300 Class 1	DC300	China		1106959
Madrid Protocol - CTM - TM: DC300 Class 1	DC300	CTM	1106959	1106959
Madrid Protocol - Turkey - TM: DC300 Class 1	DC300	Turkey	1106959	1106959
Madrid Protocol - Australia - TM: DC100 Class 1	DC100	Australia	1106486	1106486
Madrid Protocol - China - TM: DC100 Class 1	DC100	China	1106486	
Madrid Protocol - CTM - TM: DC100 Class 1	DC100	CTM	1106486	1106486
Madrid Protocol - Turkey - TM: DC100 Class 1	DC100	Turkey	1106486	1106486
Japan - TM: DC100 Stylized Class 1	DC100 Stylized	Japan	2012-086682	5571592
Japan - TM: DC300 Stylized Class 1	DC300 Stylized	Japan	2012-086683	5571593

TRADEMARK

REEL: 005231 FRAME: 0310

RECORDED: 03/05/2014