

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Graphic Packaging International, Inc.		02/03/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	MCC-Norwood, LLC		
Street Address:	4053 Clough Woods Dr.		
City:	Batavia		
State/Country:	OHIO		
Postal Code:	45103		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1492914	DI-NA-CAL	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	djefferies@whe-law.com, ggrammer@whe-law.com		
Correspondent Name:	David E. Jefferies		
Address Line 1:	Wood, Herron & Evans, L.L.P.		
Address Line 2:	441 Vine Street, 2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	MUCC-163-130		
NAME OF SUBMITTER:	David E. Jefferies		
SIGNATURE:	/David E. Jefferies/		
DATE SIGNED:	03/26/2014		
Total Attachments: 6			
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TRADEMARK

*Execution Version***ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property (this "Assignment") is made as of February 3, 2014 by Graphic Packaging International, Inc., a Delaware corporation ("GPI"), in favor of MCC-Norwood, LLC, an Ohio limited liability company ("Buyer"), the purchaser of certain assets of GPI and Bluegrass Labels Company, LLC, an affiliate of Seller (together with GPI, the "Sellers"), pursuant to an Asset Purchase Agreement dated February 1, 2014 among Buyer, Sellers and solely for purposes of certain sections therein, Multi-Color Corporation, an Ohio corporation (the "Purchase Agreement").

A. Pursuant to the Purchase Agreement, GPI has conveyed, transferred and assigned to Buyer as of the date hereof, among other assets, certain intellectual property of GPI, and has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW, THEREFORE, GPI agrees as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, GPI hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of GPI's right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark, DI-NI-CAL, and all trademarks associated therewith, including without limitation all federal, state, common law, and foreign trademark and servicemark rights associated therewith, as well as the trademark registration therefor as set forth in Schedule 2 hereto, together with the goodwill connected with the use of all of the foregoing and the goodwill symbolized thereby, and all applications, registrations, and renewals thereof (the "Trademarks");

(c) all rights of any kind whatsoever of GPI accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. GPI authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials, including, without limitation, those in Canada, Brazil, Mexico and Europe, to record and register this Assignment upon request by Buyer. GPI shall take such steps and actions following the date hereof as reasonably requested by Buyer, including the execution of any documents, files, registrations, or other similar items, to ensure that the assignment of the Assigned IP is properly recorded to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, GPI has duly executed and delivered this Assignment as of the date first above written.

GRAPHIC PACKAGING INTERNATIONAL, INC.



By: _____

Name: David W. Scheible

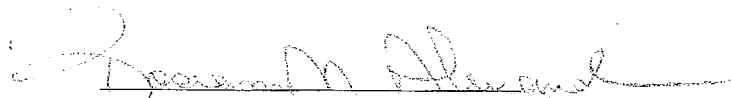
Title: Chairman, President

and Chief Executive Officer

STATE OF Georgia)
) SS.
COUNTY OF Fulton)

I, a notary public, in and for the county and state aforesaid, do hereby certify that David W. Scheible appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 3rd day of February, 2014.



Notary Public

ROSEANN M. ALEXANDER
Notary Public, Cobb County, Georgia
My Commission Expires July 24, 2016

My commission expires: _____

Bearcat Signature Page to Assignment of IP

SCHEDULE 1**Assigned Patents and Patent Applications****Issued Patents**

- 1) United States Patent No. 7,807,262 issued October 5, 2010
- 2) Canada Patent No. 2,664,408 issued July 17, 2012
- 3) United States Patent No. 7,568,651 issued August 4, 2009
- 4) United States Patent No. 6,887,333 issued May 3, 2005
- 5) United States Patent No. 6,780,005 issued August 24, 2004
- 6) United States Patent No. 6,998,006 issued February 14, 2006

Pending Patent Applications

- 1) Europe Patent Application No. 07842975.0 filed September 21, 2007
- 2) Brazil Patent Application No. PI0920130-0 filed October 22, 2009
- 3) Canada Patent Application No. 2,741,300 filed October 22, 2009
- 4) Mexico Patent Application No. MX/a/2011/004234 filed October 22, 2009
- 5) Brazil Patent Application No. PI1007138-5 filed January 11, 2010
- 6) Europe Patent Application No. 10731978.2 filed January 11, 2010
- 7) Mexico Patent Application No. MX/a/2008/007556 filed January 11, 2010
- 8) United States Patent Application No. 12/685,131 filed January 11, 2010
- 9) United States Patent Application No. 12/727,588 filed March 19, 2010
- 10) United States Patent Application No. 13/161/608 filed June 16, 2011
- 11) United States Patent Application No. 12/968,623 filed December 15, 2010
- 12) Canada Patent Application No. 2,813,445 filed October 19, 2011

- 13) Europe Patent Application No. 11835031.3 filed October 19, 2011
- 14) Mexico Patent Application No. MX/a/2011/009657 filed March 19, 2010
- 15) Mexico Patent Application No. MX/a/2013/004309 filed October 19, 2011
- 16) United States Patent Application No. 13/276,413 filed October 19, 2011
- 17) Brazil Patent Application BR No. 11 2013 004152.5 filed September 21, 2011
- 18) Canada Patent Application No. 2,805,345 filed September 21, 2011
- 19) Europe Patent Application No. 11827411.7 filed September 21, 2011
- 20) Mexico Patent Application No. MX/a/2013/002880 filed September 21, 2011
- 21) United States Patent Application No. 13/238,320 filed September 21, 2011

SCHEDULE 2

Assigned Trademarks Registrations

1. DI-NA-CAL, United States Registration No. 1492914

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