

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rexam Prescription Products Inc.		04/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rexam HealthCare Packaging Inc.		
Street Address:	800 Corporate Grove Drive		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1526959	QUALI-TOP	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	704-331-1164		
Email:	peterstewart@mvalaw.com		
Correspondent Name:	Peter Stewart		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	005474.192		
NAME OF SUBMITTER:	Peter Stewart		
SIGNATURE:	/Peter Stewart/		
DATE SIGNED:	04/21/2014		
Total Attachments: 3			
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OP \$40.00 1526959

**ASSIGNMENT OF TRADEMARK
AND ACCOMPANYING GOODWILL**

THIS ASSIGNMENT is made and effective as of the 15th day of April, 2014, (hereinafter the "**Effective Date**"), by and between **Rexam Prescription Products Inc.**, a Delaware corporation, whose principal address is 1899 N. Wilkinson Way, Perrysburg, OH 43551, USA, (the "**Assignor**"), and **Rexam HealthCare Packaging Inc.**, a Delaware corporation, whose principal address is 800 Corporate Grove Drive, Buffalo Grove, IL 60089, USA, (the "**Assignee**").

WHEREAS, Assignor is the owner of the trademark QUALI-TOP and the registration therefor in the United States Patent and Trademark Office, Registration No. 1,526,959, (the "**Trademark**"), the goodwill of the business associated therewith and symbolized thereby, and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action and the right to recover for past, present and future infringement, dilution or other misappropriation thereof; and

WHEREAS, Assignee is desirous of acquiring the Trademark and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below:

1. Assignor hereby irrevocably assigns to Assignee, and Assignee hereby accepts, all of Assignor's entire legal and beneficial worldwide rights, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark, if any, including without limitation Registration No. 1,526,959 therefor, together with the goodwill of the business connected with the use of and symbolized by said Trademark, and together with all rights appurtenant to said Trademark, including without limitation all common law rights therein and any and all interests, claims and rights for damages and profits by reason of any past, present or future infringement or unauthorized use of the Trademark, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Trademark, use of confusingly similar marks or names by others, and all other related causes of action and the right to sue therefor.

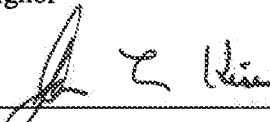
2. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said Trademark, to Assignee, its successors or assigns and to record or otherwise register such transfer.

IN WITNESS WHEREOF, the parties have executed this document on the days and dates set forth below and effective as of the Effective Date set forth above.

INC.

REXAM PRESCRIPTION PRODUCTS

Assignor

By: 

Name: James L. Hiser

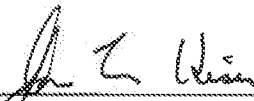
Title: Vice President and Assistant General Counsel

Date: 4/15/2014

INC.

REXAM HEALTHCARE PACKAGING

Assignee

By: 

Name: James L. Hiser

Title: Vice President and Assistant General Counsel

Date: 4/15/2014