

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307107

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Graphic Flexible Packaging, LLC		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Graphic Packaging International, Inc.		
<b>Street Address:</b>	1500 Riveredge Parkway, Suite 100		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2616500	FRESH CATCH	
<b>Registration Number:</b>	2569190	FRESH CUTS	
<b>Registration Number:</b>	1121443	FRESHGARD	
<b>Registration Number:</b>	0749432	FRESHGARD	
<b>Registration Number:</b>	1012922	KOLD-LOK	
<b>Registration Number:</b>	0524760	LOXOL	
<b>Registration Number:</b>	1939870	TITE-PAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048792932		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	404-879-2432		
<b>Email:</b>	atltrademarks@wcsr.com		
<b>Correspondent Name:</b>	Marcy L. Sperry		
<b>Address Line 1:</b>	P.O. Box 7037		
<b>Address Line 2:</b>	Womble Carlyle Sandridge & Rice, LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30357-0037		
<b>ATTORNEY DOCKET NUMBER:</b>	38400.4422.9		

CH \$190.00 2616500

<b>NAME OF SUBMITTER:</b>	Marcy L. Sperry
<b>SIGNATURE:</b>	/Marcy L. Sperry/
<b>DATE SIGNED:</b>	06/10/2014
<b>Total Attachments: 4</b> source=TM Assmt - GFP to GPI- Dated May 30, 2014#page1.tif source=TM Assmt - GFP to GPI- Dated May 30, 2014#page2.tif source=TM Assmt - GFP to GPI- Dated May 30, 2014#page3.tif source=TM Assmt - GFP to GPI- Dated May 30, 2014#page4.tif	

## TRADEMARK ASSIGNMENT

*THIS TRADEMARK ASSIGNMENT* (this "Assignment"), dated and effective as of May 30, 2014 (the "Effective Date") is made between Graphic Flexible Packaging, LLC, a Delaware limited liability company, with a principal place of business at 1500 Riveredge Parkway, Suite 100, 9<sup>th</sup> Floor, Atlanta, Georgia 30328 ("Assignor"), and Graphic Packaging International, Inc., a Delaware corporation, with a principal place of business at 1500 Riveredge Parkway, Suite 100, 9<sup>th</sup> Floor, Atlanta, Georgia 30328 ("Assignee").

*WHEREAS*, Assignor is the owner of, and desires to assign to Assignee, all rights, titles and interests in and to: (i) all applications and registration (US and/or foreign) for the marks in the attached Exhibit 1, (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, in said marks, ((i) and (ii) collectively the "Marks") and (iii) any and all goodwill of the business associated with the Marks;

*WHEREAS*, Assignee desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this assignment; and

*WHEREAS*, Assignor and Assignee desire to confirm of record the assignment of the Marks and goodwill to Assignee;

*NOW, THEREFORE*, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all rights, titles and interests in and to the Marks, together with: (i) the goodwill symbolized by the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed in connection with use of the Marks after the Effective Date.
2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Marks and goodwill.

*Remainder of the page intentionally left blank.*

*IN WITNESS WHEREOF*, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the date and year first above written.

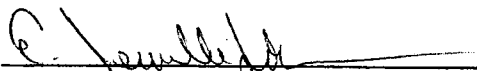
**ACCEPTED AND ACKNOWLEDGED  
BY ASSIGNOR:**

**AGREED AND ACKNOWLEDGED  
BY ASSIGNEE:**

**GRAPHIC FLEXIBLE PACKAGING, LLC**

**GRAPHIC PACKAGING INTERNATIONAL, INC.**

**BY:**



**NAME: E. Jewelle Johnson**

**TITLE: Secretary**

**BY:**



**NAME: Lauren S. Tashma**

**TITLE: Senior Vice President, General Counsel and  
Secretary**

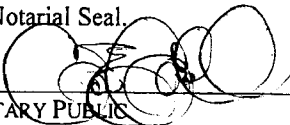
**ATTESTATION FOR ASSIGNOR GRAPHIC FLEXIBLE PACKAGING, LLC**

STATE OF Georgia  
COUNTY OF Gwinnett

Before me, a Notary Public in and for the County and State aforesaid, on this 30<sup>th</sup> day of May, 2014, personally appeared E. Jewelle Johnson, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that she signed, sealed and delivered the said Patent and Invention Assignment as her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

(SEAL) **CARMEN R CADDELL**  
Notary Public, Gwinnett County, Georgia  
My Commission Expires July 23, 2016

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 07-23-2016

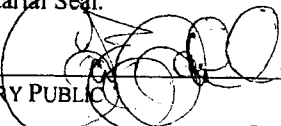
**ATTESTATION FOR ASSIGNEE GRAPHIC PACKAGING INTERNATIONAL, INC.**

STATE OF Georgia  
COUNTY OF Gwinnett

Before me, a Notary Public in and for the County and State aforesaid, on this 30<sup>th</sup> day of May, 2014, personally appeared Lauren S. Tashma, known to me to be the same person whose name is subscribed to the foregoing Patent and Invention Assignment, who being duly sworn acknowledged that she signed, sealed and delivered the said Patent and Invention Assignment as her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.

(SEAL) **CARMEN R CADDELL**  
Notary Public, Gwinnett County, Georgia  
My Commission Expires July 23, 2016

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 07-23-2016

**EXHIBIT 1**

<b>Trademark</b>	<b>Goods &amp; Services</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
FRESH CATCH	Class 16	76/044,074	05/08/2000	2616500	09/10/2002
FRESH CUTS	Class 16	76/043,707	05/08/2000	2569190	05/14/2002
FRESHGARD	Class 22	73/169,686	05/08/1978	1121443	07/03/1979
FRESHGARD	Class 37	72/147,897	06/28/1962	749432	05/14/1963
KOLD-LOK	Class 16	73/023,993	06/12/1974	1012922	06/10/1975
LOXOL	Class 16	71/569,578	11/29/1948	524760	05/02/1950
TITE-PAK	Class 17 (only)	74/614,199	12/22/1994	1939870	12/05/1995