

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greif Packaging LLC		08/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	El Dorado Shipping Sack Manufacturing, Inc.		
Street Address:	2750 145th Street West		
City:	Rosemount		
State/Country:	MINNESOTA		
Postal Code:	55068		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2896177	STERASEAL	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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>			
Phone:	3123722000		
Email:	umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	084868-0028		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
SIGNATURE:	/Ulrika E. Mattsson/		
DATE SIGNED:	10/08/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of August 31, 2014.

WHEREAS, Greif Packaging LLC, a Delaware limited liability company (the "Assignor"), is the owner of the trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to El Dorado Shipping Sack Manufacturing, Inc., a Delaware corporation (the "Assignee"), and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and between the Assignor and the Assignee dated as of August 7, 2014 (the "Purchase Agreement");

WHEREAS, in connection with the Purchase Agreement, the Assignor has agreed to transfer assets of the Business (as defined in the Purchase Agreement) to which the Marks relate, and the Business is ongoing; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Marks to the Assignee.

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

1. The Assignor hereby sells, assigns, transfers, and conveys to the Assignee, its successors and assigns, all right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. With respect to any registered Marks, Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks to record this Trademark Assignment. The Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. The Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to All Marks in the

Assignee or which may be necessary to obtain, renew, issue or enforce All Marks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

4. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

5. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

6. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of New York.

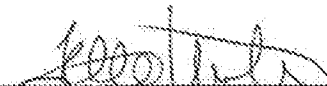
7. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

(Signature page follows)

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

GREIF PACKAGING LLC

By: 
Name: Peter G. Watson
Title: Chief Operating officer

ASSIGNEE:

EL DORADO SHIPPING SACK
MANUFACTURING, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

GREIF PACKAGING LLC

By: _____
Name:
Title:

ASSIGNEE:

EL DORADO SHIPPING SACK
MANUFACTURING, INC.

By:  _____
Name: Kenneth Tallering
Title: President

Schedule A

Trademark

Mark	Country	App No	File Date	Reg No	Reg Date	Class: Goods	Status
STERASEAL	United States	76410943	05/20/2002	2896177	10/19/2004	16: Multi wall plastic and paper packaging comprised of a multi wall paper bag and removable plastic pouch liner to keep food fresh and protected from contaminants, moisture and air	Registered