

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pactiv LLC		11/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Kingspan Insulation LLC		
Street Address:	Dublin Road		
City:	Kingscourt, Co. Cavan		
State/Country:	IRELAND		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85924245	RCY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-408-2528		
Email:	julie.albert@bakerbotts.com		
Correspondent Name:	Julie Beth Albert		
Address Line 1:	30 ROCKEFELLER PLAZA, 44TH FLOOR		
Address Line 4:	New York, NEW YORK 10112		
NAME OF SUBMITTER:	Julie Beth Albert		
SIGNATURE:	/jba/		
DATE SIGNED:	12/02/2014		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of November 1, 2014, between Pactiv LLC, a Delaware limited liability company ("Assignor") and Kingspan Insulation LLC, a Delaware limited liability company (formerly, Kingspan Insulation Inc.) ("Assignee").

RECITALS

A. Assignee and Assignor have entered into an Asset Purchase Agreement dated August 15, 2014 (the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meanings assigned thereto in the Purchase Agreement), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of the Assignor's right, title and interest in and to the Transferred Intellectual Property.

B. Included in the Transferred Intellectual Property are the trademarks listed on Exhibit A annexed hereto and incorporated herein by reference (collectively, the "Marks").

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignment of Marks.

(a) Assignor hereby sells, assigns, transfer, conveys, and delivers to Assignee all of Assignor's rights, title, and interest in and to the Marks, together with the goodwill associated therewith, including:

(i) the sole and exclusive right to register the Marks under the laws of the United States and any other jurisdiction, now or hereafter in effect, and to renew any registration to the extent required or permitted,

(ii) the sole and exclusive right to all income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including, without limitation, damages and payments for past or future infringements or misappropriations of the Marks;

(iii) the sole and exclusive right to bring and maintain actions for future, present and past trademark infringement or misappropriation, including the right to sue for infringement damages incurred or arising prior to the date hereof and collect the same; and

(iv) all rights in the trade dress, labels and designs associated with the Marks.

(b) Assignor hereby covenants and agrees that Assignor will at any time upon the reasonable request and at the expense of Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to transfer, vest, record and perfect good, valuable and marketable right, title and interest in Assignee, its successors, assigns, and legal representatives.

(c) Assignee shall hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1(a) not been made.

2. Recording of Assignment; Cooperation. Assignor hereby authorizes Assignee to request the relevant Governmental Authority to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Marks for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives. Each party shall do, execute, acknowledge and deliver all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party (but at the sole cost and expense of the requesting party) to further effect and evidence the transactions contemplated hereby.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state.

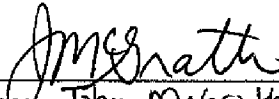
4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each party and delivered to the other party. Signatures of the parties transmitted by facsimile or other electronic communication means (including email in .pdf format) shall be binding and effective for all purposes. Each party shall subsequently deliver to the other party an original, executed copy of this Agreement; provided, however, that a failure to deliver such original shall not invalidate a facsimile or other electronic signature.

5. Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, the sale, transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions (including each party's respective representations, warranties, covenants, agreements and indemnities) of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the representations, warranties, covenants, rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment of Trademarks as of the date written above.

PACTIV LLC

By: 
Name: John McGrath
Title: CEO

KINGSPAN INSULATION LLC

By: _____
Name: _____
Title: _____

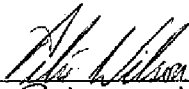
[signature page to Assignment of Trademarks]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment of Trademarks as of the date written above.

PACTIV LLC

By: _____
Name: _____
Title: _____

KINGSPAN INSULATION LLC

By: 
Name: Peter Wilson
Title: President

[signature page to Assignment of Trademarks]

**EXHIBIT A
TRADEMARKS**

Mark	Status	Business Unit	Country	Appl No	Appl Date	Reg No	Reg Date	RGH Docket No	Case Type
G (Stylized)	Registered	Building Products	Australia	876628	5/22/01	876628	2/26/02	47422-00326AU17	Regular
G (Stylized)	Registered	Building Products	Canada	1103932	5/23/01	589513	9/11/03	47422-00326CA17	Regular
G (Stylized)	Registered	Building Products	Mexico	487672	5/29/01	717189	9/27/01	47422-00326MX17	Regular
G (Stylized)	Registered	Building Products	United States	76/205524	2/5/01	2594094	7/16/02	47422-00326	Regular
G GREEN GUARD (Stylized)	Registered	Building Products	Australia	876629	5/22/01	876629	2/26/02	47422-00327AU17	Regular
G GREEN GUARD (Stylized)	Registered	Building Products	Canada	1103931	5/23/01	594414	11/12/03	47422-00327CA17	Regular
G GREEN GUARD (Stylized)	Registered	Building Products	Mexico	487673	5/29/01	717190	9/27/01	47422-00327MX17	Regular
G GREEN GUARD (Stylized)	Registered	Building Products	United States	76/205037	2/5/01	2583720	6/18/02	47422-00327	Regular
GREEN (color only)	Registered	Building Products	United States	75/018639	11/13/95	2161198	6/2/98	47422-00079US02	Regular
GREENGUARD	Registered	Building Products	United States	76/066412	6/8/00	2526114	1/1/02	47422-00004	Regular
PLYFOLD	Registered	Building Products	United States	75/246118	2/24/97	2114346	11/18/97	47422-00200	Regular
PLYGOOD	Registered	Building Products	United States	73/720972	4/7/88	1510967	11/1/88	47422-00201	Regular
RAINDROP	Registered	Building Products	United States	78/109461	2/18/02	2740813	7/22/03	47422-00955	Regular
RCY	Filed		United States	85/924245	5/6/2013				Intent to Use Application
GREENGUARD RCY	Filed	Building Products	United States	85/924225	5/6/13				Intent to use Application