

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank		02/10/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CONSTAR INTERNATIONAL HOLDINGS LLC		
Street Address:	1100 NORTHBROOK DRIVE		
City:	TREVOSE		
State/Country:	PENNSYLVANIA		
Postal Code:	19053		
Entity Type:	Corporation: DELAWARE		
Name:	CONSTAR GROUP HOLDINGS, INC.		
Street Address:	1100 NORTHBROOK DRIVE		
City:	TREVOSE		
State/Country:	PENNSYLVANIA		
Postal Code:	19053		
Entity Type:	Corporation: DELAWARE		
Name:	CONSTAR GROUP, INC.		
Street Address:	1100 NORTHBROOK DRIVE		
City:	TREVOSE		
State/Country:	PENNSYLVANIA		
Postal Code:	19053		
Entity Type:	Corporation: DELAWARE		
Name:	CONSTAR INTERNATIONAL LLC		
Street Address:	1100 NORTHBROOK DRIVE		
City:	TREVOSE		
State/Country:	PENNSYLVANIA		
Postal Code:	19053		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	BFF INC.		
Street Address:	1100 NORTHBROOK DRIVE		
City:	TREVOSE		

OP \$340.00 4102206

State/Country:	PENNSYLVANIA
Postal Code:	19053
Entity Type:	Corporation: DELAWARE
Name:	DT, INC.
Street Address:	1100 NORTHBROOK DRIVE
City:	TREVOSE
State/Country:	PENNSYLVANIA
Postal Code:	19053
Entity Type:	Corporation: DELAWARE
Name:	CONSTAR, INC.
Street Address:	1100 NORTHBROOK DRIVE
City:	TREVOSE
State/Country:	PENNSYLVANIA
Postal Code:	19053
Entity Type:	Corporation: DELAWARE
Name:	CONSTAR FOREIGN HOLDINGS, INC.
Street Address:	1100 NORTHBROOK DRIVE
City:	TREVOSE
State/Country:	PENNSYLVANIA
Postal Code:	19053
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4102206	DC100
Registration Number:	4102208	DC300
Registration Number:	2819157	C
Registration Number:	3133417	MONOXBAR
Registration Number:	2630100	CONSTAR
Registration Number:	1840582	CONSTAR
Registration Number:	2840563	OXBAR
Registration Number:	3145994	MONOXBAR FROM CONSTAR
Registration Number:	3326327	DIAMOND CLEAR
Registration Number:	3401510	DIAMONDCLEAR
Registration Number:	3835668	VCT
Registration Number:	3665740	CONSTRUCT
Registration Number:	3780471	CONVERT IT

CORRESPONDENCE DATA

Fax Number:

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.

Email: mario_tabone@hotmail.com

Correspondent Name: Mario A Tabone

Address Line 1: 41605 Ann Arbor Road E

Address Line 2: PLASTIPAK PACKAGING, INC.

Address Line 4: Plymouth, MICHIGAN 48170

NAME OF SUBMITTER:	MARIO A. TABONE
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SIGNATURE:	/Mario A. Tabone/
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DATE SIGNED:	10/06/2017
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Total Attachments: 42

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
)	
CONSTAR INTERNATIONAL)	Case No. 13-13281 (CSS)
HOLDINGS LLC, <u>et al.</u> ,)	
)	Jointly Administered
Debtors. ¹)	Re: Docket Nos. 12, 13, 187, 189, 209,
)	210, 255, 256, 326, 334, 337 & 342

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT WITH PLASTIPAK PACKAGING, INC. AND AUTHORIZING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS OUTSIDE THE ORDINARY COURSE OF BUSINESS, (II) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (III) AUTHORIZING THE ASSUMPTION AND SALE AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (IV) GRANTING RELATED RELIEF

Upon the motion (the “**Sale Motion**”) of the above-captioned debtors and debtors-in-possession (the “**Debtors**”) for the entry of an order pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) authorizing the Debtors to, *inter alia*, (i) enter into that certain asset purchase agreement, dated as of December 18, 2013, between Amcor Rigid Plastics USA, Inc. (“**Amcor**”) and the Debtors (the “**Amcor Agreement**,” attached as **Exhibit D** to the Sale Motion), (ii) sell certain of their assets free and clear of all Liens,² Claims, Encumbrances and Interests (defined herein), with such sale to be in accordance with the terms and conditions of the Amcor Agreement; (iii) assume and

¹ The Debtors in these cases along with the last four digits of their federal tax identification number are: Constar International Holdings LLC (1880); Constar Group Holdings, Inc. (3047); Constar Intermediate Holdings, Inc. (4242); Constar Group, Inc. (4281); Constar International LLC (9304); BFF Inc. (1229); DT, Inc. (7693); Constar, Inc. (0950); Constar Foreign Holdings, Inc. (8591); and Constar International U.K. Limited (Foreign). The Debtors’ corporate headquarters is located at, and the mailing address for each Debtor is, 1100 Northbrook Drive, 2nd Floor, Trevose, PA 19053.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion, the Agreement (as defined below), or the Bidding Procedures Order (as defined below).

assign certain executory contracts and unexpired leases to Amcor; and (iv) granting related relief including authorization for the Debtors to sell certain of their assets to the entity that submits the highest and best bid for such assets in accordance with the Bidding Procedures (as defined below); and this Bankruptcy Court having entered an order dated January 10, 2014 [Docket No. 187] (the “**Bidding Procedures Order**” and attached as **Exhibit 1** thereto, the “**Bidding Procedures Order**”) authorizing the Debtors to conduct, and approving the terms and conditions of, the Auction and Bidding Procedures to consider higher or otherwise better offers for the Debtors’ United States assets, establishing a date for the Auction, and approving, *inter alia*, (i) the Bidding Procedures in connection with the Auction; (ii) the form and manner of notice of the Auction, Sale Hearing and the Assumption and Assignment Notice; (iii) procedures relating to the assumption and assignment of certain unexpired leases and executory contracts, including notice of proposed Cure Amounts; and (iv) the Break-Up Fee and Expense Reimbursement; and the Bankruptcy Court having established the date of the Sale Hearing; and the Debtors having received three (3) Qualified Bids in accordance with the Bidding Procedures from Plastipak Packaging, Inc. (the “**Purchaser**”)³, Amcor and Envases Universales De México S.A.P.I. De C.V. (“**Envases**”); and the Debtors having conducted the Auction on February 6, 2014 in accordance with the Bidding Procedures at the conclusion of which the Debtors, after consultation with the Consultation Parties, determined that the Purchaser’s offer was the highest and best and constituted the Prevailing Bid in accordance with the Bidding Procedures; and upon the record of the Auction; and upon that certain Asset Purchase Agreement dated as of February 6, 2014 among Purchaser and the Debtors (the “**Agreement**”) attached as Exhibit A to the Notice

³ All references to the Purchaser in this Order include any and all subsidiaries and affiliates of the Purchaser with a common parent company to whom the Purchaser assigns any of its rights and obligations under Section 12.11 of the Agreement.

of Prevailing Bidder and of Assumption and Assignment of Executory Contract or Unexpired Lease [Docket No. 326] (the “**Notice of Prevailing Bidder**”); and the Bankruptcy Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(b)(2) and 1334;⁴ and in consideration of the Sale Motion, the relief requested therein, and the responses thereto being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in this case, including the Sale Motion; and the Debtors having modified the relief requested in the Sale Motion to seek authorization, *inter alia*, to (i) enter into the Agreement; (ii) sell the Acquired Assets (as defined in the Agreement) free and clear of all Liens, Claims, Encumbrances and Interests (defined herein), with such sale to be in accordance with the terms and conditions of the Agreement; (iii) assume and assign certain executory contracts and leases to Purchaser; and (iv) grant related relief; and it appearing that the relief requested in the Sale Motion (as modified) is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:⁵

A. The findings and conclusions set forth herein constitute the Bankruptcy Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

⁴ The “Bankruptcy Court” shall mean the United States Bankruptcy Court for the District of Delaware.

⁵ All findings of fact and conclusions of law announced by the Bankruptcy Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Bankruptcy Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Acquired Assets to be sold, transferred or conveyed pursuant to the Agreement, and their respective estates pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Sale Motion (as modified) in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. The Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

E. The statutory predicates for the relief sought in the Sale Motion (as modified) and the basis for the approvals and authorizations herein are (i) sections 102, 105, 363, and 365 of the Bankruptcy Code, and (ii) Bankruptcy Rules 2002, 6004, 6006 and 9014.

F. On December 19, 2013 (the "**Petition Date**"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued in possession and management of their businesses and properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

G. As evidenced by the affidavit of services and publication filed with the Bankruptcy Court, proper, timely, adequate, and sufficient notice of the Sale Motion (as modified), the Auction, and the Sale Hearing have been provided in accordance with sections 102(1) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 9006, 9007, 9008 and

9014, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), and in compliance with the Bidding Procedures Order. Notice of the Sale Hearing was also published in The Wall Street Journal and the Philadelphia Inquirer. The Debtors gave due and proper notice of the potential assumption and assignment of such contracts listed on the *Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with the Sale* filed on January 15, 2014 [Docket No. 210] and the *Amended Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with the Sale* [Docket No. 334] (the “**Amended Notice of Potential Assumption**”) to each non-debtor party under each such executory contract and unexpired lease. The Debtors also gave due and proper notice of the assumption, and assignment of each contract listed Exhibit B to the Notice of Prevailing Bidder and all amendments thereto [Docket Nos. 210 & 334] (the “**Assumed Contracts**”) to each non-debtor party under each such Assumed Contract. Such notices were good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion (as modified), the Auction, the Sale Hearing, the assumption and assignment of the Assumed Contracts, or of the entry of this Order is necessary or shall be required.

H. No section of any Assumed Contract which purports to prohibit, restrict, or condition the use, trade name or assignment of any such Assumed Contracts in connection with the proposed sale to the Purchaser shall have any force or effect.

I. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation, (i) the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”); (ii) the creditors (excluding insiders) holding the 30 largest unsecured claims against the Debtors; (iii)

counsel to Wells Fargo Capital Finance, LLC, as Agent Under the Revolving Loan Facility; (iv) counsel to Certain Lenders Under the Term Facilities; (v) counsel to the Board; (vi) all taxing authorities having jurisdiction over any of the Acquired Assets subject to the sale, including the Internal Revenue Service; (vii) the Environmental Protection Agency; (viii) the state/local environmental agencies in the jurisdictions where the Debtors own or lease real property; (ix) all parties that have requested special notice pursuant to Bankruptcy Rule 2002; (x) all persons or entities known to the Debtors that have or have asserted a lien on, or security interest in, all or any portion of the Acquired Assets; (xi) all Contract Parties; (xii) counsel to the Purchaser; (xiii) all potential bidders previously identified or otherwise known to the Debtors; (xiv) the Official Committee of Unsecured Creditors (the “**Committee**”); and (xv) all other creditors and parties in interest that have received actual or constructive notice of the Sale Motion (as modified) (collectively, the “**Notice Parties**”).

J. Other parties interested in bidding on the Acquired Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Acquired Assets.

K. The Debtors timely received three (3) Qualified Bids in accordance with the Bidding Procedures from Purchaser, Amcor and Envases. On February 6, 2014, the Debtors conducted the Auction in accordance with the Bidding Procedures. At the conclusion of the Auction, the Debtors, after consultation with the Consultation Parties, determined that Purchaser’s offer of \$ 102,450,000 was the Prevailing Bid in accordance with the Bidding Procedures. Following the Auction, the Debtors and the Purchaser entered into the Agreement, which reflects the highest and best offer for the Acquired Assets.

L. The conditions of section 363(n) of the Bankruptcy Code have been satisfied.

M. The Debtors have demonstrated a sufficient basis and compelling circumstances requiring them to enter into the Agreement, sell the Acquired Assets, and assume and assign the Assumed Contracts under sections 363 and 365 of the Bankruptcy Code, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors. Such business reasons include, but are not limited to, the facts that (i) there is substantial risk of deterioration of the value of the Acquired Assets if the sale is not consummated quickly; (ii) the Agreement constitutes the highest and best offer for the Acquired Assets; (iii) the Agreement and the Closing (as defined in the Agreement) will present the best opportunity to realize the value of the Debtors on a going concern basis and avoid decline and devaluation of the Debtors' business; and (iv) unless the sale is concluded expeditiously as provided for in the Sale Motion (as modified) and pursuant to the Agreement, creditors' recoveries may be diminished.

N. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, in good faith, and substantively and procedurally fair to all parties.

O. The Debtors and their professionals have complied, in good faith, in all respects with the Bidding Procedures Order. As demonstrated by (1) any testimony and other evidence proffered or adduced at the Sale Hearing, (2) the representations of counsel made on the record at the Sale Hearing, thorough marketing efforts and a competitive sale process were conducted in accordance with the Bidding Procedures Order, and (3) the record of the Auction, the Debtors (w) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase all of the Debtors'

assets, (x) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets, (y) considered any bids submitted on or before the Bid Deadline, and (z) afforded all Qualified Bidders a full, fair and reasonable opportunity to participate in the Auction and to submit an offer in excess of Purchaser's.

P. The offer of the Purchaser, upon the terms and conditions set forth in the Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Agreement, (i) is the highest and best offer received by the Debtors; (ii) is fair and reasonable; (iii) is in the best interests of the Debtors' creditors and estates; (iv) constitutes full and adequate consideration and reasonably equivalent value for the Acquired Assets; and (v) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practically available alternative.

Q. The Purchaser is the Prevailing Bidder for the Acquired Assets in accordance with the Bidding Procedures Order. The Bidding Procedures obtained the highest value for the Acquired Assets for the Debtors and their estates.

R. The Purchaser is a buyer in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of sections 363(m) and (n) of the Bankruptcy Code with respect to all of the Acquired Assets. The Agreement was negotiated and entered into in good faith and without collusion or fraud of any kind. Neither the Debtors nor the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code, or cause the application of or implicate section 363(n) of the Bankruptcy Code, to the Agreement or to the consummation of the sale transaction and transfer of the Acquired Assets and the Assumed Contracts to the Purchaser. The

Purchaser is entitled to all the protections and immunities of section 363(m) of the Bankruptcy Code.

S. The Debtors have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the sale of the Acquired Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to consummate the transactions contemplated by the Agreement. No consents or approvals, other than as may be expressly provided for in the Agreement, are required by the Debtors to consummate such transactions.

T. The Debtors have advanced sound business reasons for seeking to enter into the Agreement and to sell and/or assume and sell and assign the Acquired Assets, as more fully set forth in the Sale Motion (as modified) and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Acquired Assets and to consummate the transactions contemplated by the Agreement. Notwithstanding any requirement for approval or consent by any person, the transfer of the Acquired Assets to the Purchaser and the assumption and assignment of the Assumed Contracts is a legal, valid and effective transfer of the Acquired Assets and any Assumed Contracts.

U. The terms and conditions of the Agreement, including the consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable, and the transactions contemplated by the Agreement are in the best interests of the Debtors' estates.

V. Except as otherwise provided in the Agreement, the Acquired Assets shall be sold free and clear of all mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens (including, without limitation, mechanics',

materialmens' and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupments, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, pension, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or the Debtors' predecessors or affiliates, claims (as that term is used in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the bankruptcy case, including future claims, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability and including any pension-related liabilities whether for termination claims, withdrawal, underfunding or contribution obligations or otherwise (collectively, "**Liens, Claims, Encumbrances and Interests**"), with such Liens, Claims, Encumbrances and Interests to attach to the consideration to be received by the Debtors in the same priority and subject to the same defenses and avoidability, if any, as before the Closing, and the Purchaser would not enter into the Agreement to purchase the Acquired Assets if the sale to Purchaser was not free and clear of all Liens, Claims, Encumbrances and Interests, except as

otherwise expressly provided in the Agreement or if Purchaser would, or in the future could, be liable for any Liens, Claims, Encumbrances and Interests, except as otherwise provided in the Agreement.

W. The transfer of the Acquired Assets to the Purchaser is a legal, valid and effective transfer of the Acquired Assets, and, except as may otherwise be provided in the Agreement, shall vest the Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of any and all Liens, Claims, Encumbrances and Interests. Except as specifically provided in the Agreement or this Order, the Purchaser shall not assume or become liable for any Liens, Claims, Encumbrances and Interests relating to the Acquired Assets being sold by the Debtors.

X. The transfer of the Acquired Assets to the Purchaser free and clear of all Liens, Claims, Encumbrances and Interests will not result in any undue burden or prejudice to any holders of any Liens, Claims, Encumbrances and Interests, as all such Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever shall attach to the net proceeds of the sale of the Acquired Assets received by the Debtors in the order of their priority, with the same validity, force and effect which they now have as against the Acquired Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Liens, Claims, Encumbrances or Interests of any kind or nature whatsoever against or in any of the Debtors or the Acquired Assets shall be forever barred, estopped and permanently enjoined from pursuing or asserting such Liens, Claims, Encumbrances or Interests against the Purchaser, any of their assets, property, successors or assigns, or the Acquired Assets.

Y. The Debtors may sell the Acquired Assets free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever because, in each case, one

or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. Those (i) holders of Liens, Claims, Encumbrances and Interests and (ii) non-debtor parties to the Assumed Contracts, who did not object, or who withdrew their objections, to the sale of the Acquired Assets and the Sale Motion (as modified) are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All objections to the Sale Motion (as modified) have been resolved or overruled. Those holders of Liens, Claims, Encumbrances and Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Liens, Claims, Encumbrances and Interests, if any, attach to the proceeds of the sale of the Acquired Assets ultimately attributable to the property against or in which they claim or may claim any Liens, Claims, Encumbrances and Interests, with such Liens, Claims, Encumbrances and Interests being subject to treatment by separate order of this Bankruptcy Court.

Z. Not selling the Acquired Assets free and clear of all Liens, Claims, Encumbrances and Interests would adversely impact the Debtors' estates, and the sale of Acquired Assets other than one free and clear of all Liens, Claims, Encumbrances and Interests would be of substantially less value to the Debtors' estates.

AA. The Debtors and the Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), (B) and 365(f) of the Bankruptcy Code, in connection with the sale and the assumption and assignment of the Assumed Contracts. The Purchaser has demonstrated adequate assurance of future performance with respect to the Assumed Contracts pursuant to section 365(b)(1)(C) of the Bankruptcy Code. The Assumed Contracts are assignable notwithstanding any provisions contained therein to the contrary. The Debtors have provided for the cures and/or other

payments or actions required to assume and assign the Assumed Contracts to the Purchaser. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Order is integral to the Agreement and is in the best interests of the Debtors, their estates, their creditors and other parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors.

BB. In the absence of a stay pending appeal, the Purchaser is acting in good faith, pursuant to section 363(m) of the Bankruptcy Code, in closing and consummating the transactions contemplated by the Agreement at any time after the entry of this Order, and, accordingly, such closing and consummation in the face of an appeal will not deprive Purchaser of its status as a good faith purchaser. Without limiting the generality of the foregoing, the reversal or modification on appeal of the authorization provided herein to consummate the Agreement shall not affect the validity of the sale. Purchaser is entitled to all the protections offered by section 363(m) of the Bankruptcy Code.

CC. The transactions contemplated under the Agreement do not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Purchaser and the Debtors, there is no common identity between the Debtors and the Purchaser, there is no continuity of enterprise between the Debtors and the Purchaser, the Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser does not constitute a successor to the Debtors or their estates or their predecessors. Other than the Assumed Obligations, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities, and the Debtors and the Committee will release and forever discharge the Purchaser and any of their affiliates, their successors and assigns and the Acquired Assets from

any and all claims, causes of action, obligations, liabilities, demands, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale, except for liabilities and obligations under the Agreement; *provided, however*, nothing herein shall bar the Debtors or the Committee (or any of their respective successors or assigns) from investigating or prosecuting any Commercial Tort Claims or Avoidance Recoveries as provided in section 2.5.4 of the Final DIP Order.

DD. The sale of the Acquired Assets outside of a plan of reorganization pursuant to the Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization for the Debtors. The sale does not constitute a *sub rosa* chapter 11 plan.

EE. The total consideration provided by the Purchaser for the Acquired Assets is the highest and best offer received by the Debtors, and the Purchase Price constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act and (c) reasonably equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Acquired Assets.

FF. There is no legal or equitable reason to delay the sale. NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Sale Motion (as modified) is granted in its entirety, subject to the terms and conditions contained herein. The Sale Motion (as modified) complies with all aspects of Local Rule 6004-1. Findings A through FF, inclusive set forth above, are hereby incorporated into this Order as if set forth in full herein.

2. All objections, responses, and requests for continuance concerning the Sale Motion (as modified) are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing. To the extent any such objection, response or request for continuance was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained therein, is overruled and denied.

3. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of Sale

4. The sale of the Acquired Assets, the terms and conditions of the Agreement (including all schedules and exhibits affixed thereto), and the transactions contemplated thereby shall be, and hereby are, authorized and approved in all respects.

5. The sale of the Acquired Assets and the consideration provided by the Purchaser under the Agreement are fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. The Purchaser is hereby granted and is entitled to all of the protections provided to a good faith buyer under section 363(m) of the Bankruptcy Code, including with respect to the transfer of the Assumed Contracts as part of the sale of the Acquired Assets pursuant to section 365 of the Bankruptcy Code and this Order.

7. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the

validity and enforceability of any transfer under the Agreement or obligation or right granted pursuant to the terms of this Order (unless stayed pending appeal), and notwithstanding any reversal, modification or vacatur shall be governed in all respects by the original provisions of this Order and the Agreement, as the case may be.

8. The Debtors are hereby authorized to fully assume, perform under, consummate and implement the terms of the Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Agreement, this Order and sale of the Acquired Assets contemplated thereby including, without limitation, deeds, assignments, stock powers and other instruments of transfer, and to take all further actions as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser, or reducing to possession any or all of the Acquired Assets or Assumed Obligations, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement, without any further corporate action or orders of this Bankruptcy Court. The Purchaser shall have no obligation to proceed with the Closing of the Agreement until all conditions precedent to its obligations to do so have been met, satisfied or waived.

9. This Order shall be binding upon and govern the acts of all entities and governmental authorities including all filing agents, filing officers, administrative agencies or units, government departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or issue any title in or to the Acquired Assets. Each and every governmental authority, and any other person or entity is hereby authorized and directed to

accept any and all documents and instruments in connection with or necessary to consummate this sale.

10. The Debtors and each other person or entity having duties or responsibilities under the Agreement, any agreements related thereto or this Order, and their respective directors, officers, employees, members, agents, representatives, and attorneys, are authorized and empowered, subject to the terms and conditions contained in the Agreement, to carry out all of the provisions of the Agreement and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Agreement, and any related agreements; to take any and all actions contemplated by the Agreement, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary or appropriate to implement, effectuate, and consummate, the Agreement, any related agreements and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Bankruptcy Court or further action by their respective directors, officers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities.

11. The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements and this

Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the States of Delaware and Michigan, and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby.

12. Effective as of the Closing, (a) the sale of the Acquired Assets by the Debtors to the Purchaser shall constitute a legal, valid and effective transfer of the Acquired Assets notwithstanding any requirement for approval or consent by any person and vests the Purchaser with all right, title and interest of the Debtors in and to the Acquired Assets, free and clear of all Liens, Claims, Encumbrances and Interests of any kind, pursuant to section 363(f) of the Bankruptcy Code, and (b) the assumption of any Assumed Obligations by the Purchaser constitutes a legal, valid and effective delegation of any Assumed Obligations to the Purchaser and divests the Debtors of all liability with respect to any Assumed Obligations.

Transfer of Assets

13. Except to the extent specifically provided otherwise in the Agreement, upon the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell the Acquired Assets

to the Purchaser. For the avoidance of doubt, the Acquired Assets exclude the Commercial Tort Claims and Avoidance Recoveries (each as defined by the Final DIP Order). The sale of the Acquired Assets vests the Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of any and all Liens, Claims, Encumbrances and Interests and other liabilities and claims, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed, or known or unknown, whether arising prior to or subsequent to the Petition Date, whether imposed by agreement, understanding, law, equity or otherwise, with all such Liens, Claims, Encumbrances and Interests to attach only to the proceeds of the sale with the same priority, validity, force, and effect, if any, as they now have in or against the Acquired Assets, subject to all claims and defenses the Debtors may possess with respect thereto. The Sale Motion (as modified) shall be deemed to provide sufficient notice as to the sale of the Acquired Assets free and clear of Liens, Claims, Encumbrances and Interests in accordance with Local Rule 6004-1. Following the Closing Date, no holder of any Liens, Claims, Encumbrances and Interests in the Acquired Assets may interfere with the Purchaser's use and enjoyment of the Acquired Assets based on or related to such Liens, Claims, Encumbrances and Interests, or any actions that the Debtors may take in their chapter 11 cases and no person may take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Agreement or this Order.

14. The provisions of this Order authorizing the sale of the Acquired Assets free and clear of Liens, Claims, Encumbrances and Interests and the Assumed Obligations, shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file

releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

15. On or before the Closing Date, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens, Claims, Encumbrances or Interests of any kind against the Acquired Assets, as such Liens, Claims, Encumbrances or Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Liens, Claims, Encumbrances or Interests in or against the Acquired Assets shall not have delivered to the Debtors or Purchaser after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens, Claims, Encumbrances or Interests that the person or entity has with respect to the Acquired Assets, the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Acquired Assets prior to the Closing, and the Purchaser is authorized to file such documents after Closing.

16. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Acquired Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date.

17. All of the Debtors' interests in the Acquired Assets to be acquired by the Purchaser under the Agreement shall be, as of the Closing Date and upon the occurrence of the

Closing, transferred to and vested in the Purchaser. Upon the occurrence of the Closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets acquired by the Purchaser under the Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to the Purchaser. For the avoidance of doubt, the Debtors are transferring to the Purchaser their standing and right to enforce any agreement that: (i) prohibits any entity or any present or former director, officer, employee, independent contractor or consultant from using or disclosing the Debtors' confidential information; (ii) contains a restrictive covenant that prohibits any entity or any present or former director, officer, employee, independent contractor or consultant from competing with the Debtors or soliciting employees or customers from the Debtors; or (iii) concerns other proprietary information of the Debtors including, without limitation, trade secrets, inventions, discoveries, formulas, patents, copyrights and trademarks.

18. Except as expressly provided in the Agreement, the Purchaser is not assuming nor shall it or any affiliate of the Purchaser be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Acquired Assets prior to the consummation of the transactions contemplated by the Agreement, or any liabilities calculable by reference to the Debtors or their operations or the Acquired Assets, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the Agreement, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Purchaser or any affiliate of the Purchaser.

19. Except as otherwise provided in the Agreement, on the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective interests or claims against the Acquired Assets, if any, as may have been recorded or may otherwise exist.

20. Except as otherwise expressly provided in the Agreement, all persons and entities, presently or on or after the Closing Date, in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets to the Purchaser on the Closing Date or at such time thereafter as the Purchaser may request. Except with respect to enforcing the terms of the Agreement, the Bidding Procedures Order, or this Order, no person shall take any action to prevent, enjoin or otherwise interfere with the consummation of the sale.

Assumed Contracts

21. Subject to the terms of the Agreement and the occurrence of the Closing Date, the assumption by the Debtors of the Assumed Contracts and the assignment of such agreements to the Purchaser, as provided for or contemplated by the Agreement, shall be, and hereby is, authorized and approved pursuant to sections 363 and 365 of the Bankruptcy Code.

22. The Assumed Contracts shall be deemed valid and binding and in full force and effect and assumed by the Debtors and assigned to the Purchaser at the Closing, pursuant to sections 363 and 365 of the Bankruptcy Code, subject only to the payment of all cures and/or other payments or actions required to assume and assign the Assumed Contracts to the Purchaser as set forth on the Amended Notice of Potential Assumption.

23. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title and

interest of each Assumed Contract. The Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

24. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, and except as otherwise provided in this Order, the Debtors shall promptly pay or cause to be paid from the proceeds of the sale to the parties to any Assumed Contracts the requisite Cure Amounts, if any, set forth in the Assumption and Assignment Notice served by the Debtors and as amended, on each of the parties to the Assumed Contracts, with respect to the assumption and assignment thereof. The Cure Amounts are hereby fixed at the amounts set forth in the Assumption and Assignment Notice served by the Debtors and as amended, or the amounts determined on the record of the Sale Hearing, as the case may be, and the non-debtor parties to the Assumed Contracts are forever bound by such Cure Amounts and are hereby enjoined from taking any action against the Purchaser or the Acquired Assets with respect to any claim for cure under any Assumed Contract.

25. All defaults or other obligations under the Assumed Contracts arising prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured by payment of the Cure Amounts and the non-debtor parties to such contracts shall be forever barred and estopped from asserting or claiming against the Debtors or the Purchaser that any additional amounts are due or other defaults exist.

26. Any provision in any Assumed Contract that purports to declare a breach, default, or payment right as a result of an assignment or a change of control in respect of the Debtors is unenforceable, and all Assumed Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Amount, if any. No sections or provisions of any

Assumed Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the non-debtor third party to the Assumed Contracts shall have any force and effect with respect to the transactions contemplated by the Agreement and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code and no assignment of any Assumed Contract pursuant to the terms of the Agreement in any respect constitutes a default under any Assumed Contract. The non-debtor party to each Assumed Contract shall be deemed to have consented to such assignment under section 365(c)(1)(B) of the Bankruptcy Code, and the Purchaser shall enjoy all of the rights and benefits under each such Assumed Contract as of the applicable date of assumption without the necessity of obtaining such non-debtor party's written consent to the assumption or assignment thereof.

27. The Purchaser has satisfied all requirements under sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code to provide adequate assurance of future performance under the Assumed Contracts.

28. The Debtors and their estates shall be relieved of any liability for any breach of any of the Assumed Contracts occurring from and after Closing, pursuant to and in accordance with section 365(k) of the Bankruptcy Code.

29. The non-debtor parties shall be prohibited from charging any rent acceleration, assignment fees, increases or other fees to the Purchaser as a result of the assumption and assignment of the Assumed Contracts.

30. At Closing, the Purchaser shall enter into the License (as defined in the Agreement) in accordance with the terms of the Agreement.

Use of Proceeds

31. Contemporaneous with the Closing, the Debtors shall pay or direct the payment from the proceeds of the Transaction *first* to: (i) Revolving Agent to pay and satisfy in full in cash all Revolving Loan Obligations due and owing as of the closing date to Revolving Agent, Revolving Lenders and Bank Product Providers in accordance with the terms of the *Final Order (A) Authorizing the Debtors to Obtain Post-Petition Financing and Grant Security Interests and Superpriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105, 364(c) and 364(d); (B) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362, and (C) Authorizing the Debtors to Enter Into Agreements with Each of Wells Fargo Capital Finance, LLC, As Revolving Agent, and Black Diamond Commercial Finance, L.L.C., As DIP Note Agent* (the “**Final DIP Order**,” each capitalized term used in paragraphs 31 and 32 of this Order shall have the meaning ascribed to such term in the Final DIP Order, unless otherwise defined herein), the Ratification Agreement and other Revolving Loan Documents, including without limitation, (A) an amount sufficient to cash collateralize any outstanding Letters of Credit, plus any fees and expenses payable with respect to such Letters of Credit, and (B) the sum of \$1,000,000, as a reserve, for Retained Cash Collateral (as defined in the *Stipulation and Scheduling Order Governing the Period within which Debtors and the Committee may Challenge the Validity, Enforceability, and Perfection of Certain Prepetition Secured Claims* [Docket No. 276]), (ii) DIP Note Agent to pay and satisfy in full in cash all obligations due and owing as of the closing date to DIP Note Agent and DIP Note Purchasers and the DIP Note Agreement, and (iii) to Wilmington Trust Company as escrow agent, or such other escrow agent as may be agreed by the parties to this paragraph (the “**Escrow Agent**”), to be held in certain escrow accounts established by and in the name of the Debtors to fund the following obligations: (A) the Carve

Out Expenses in an amount equal to the Carve Out Reserve (as established by Revolving Agent as of the closing date), (B) in the amount of \$1,526,000 to fund the UK Creditor Reserve in accordance with Section 5.12 of the Final DIP Order, (C) for the payment of all allowable 503(b)(9) administrative expense claims (the “**503(b)(9) Claims**”) based upon the requests for payment of 503(b)(9) claims submitted in accordance with Section 1.2.2 of the Final DIP Order and this *Court’s Order Establishing Bar Date for Filing Requests for Payment of Administrative Expense Claims Arising Under 503(b)(9) of the Bankruptcy Code and Approving the Form, Manner, and Sufficiency of Notice of the Section 503(b)(9) Bar Date, dated as of January 31, 2014* [Docket No. 282] (the “**Bar Date Order**”), and (D) the sum of \$375,000 to fund the Wind Down Funds of the Debtors in accordance with Section 2.5.4 of the Final DIP Order, *second* to Escrow Agent to fund certain escrow accounts to be held in the name of the Debtors for (A) the payment of any allowable professional fees in excess of the Carve Out Reserve, (B) the payment of any transaction fee payable to Lincoln Partners Advisors LLC in accordance with the terms of its engagement letter with the Debtors, (C) the payment of any allowable administrative expenses (other than allowable professional fees) incurred in the ordinary course of the Debtors’ businesses that are accrued, but are unpaid as of the closing date, (D) to fund a reserve with respect to any potential Objection asserted by the Committee against the Pre-Petition Term Secured Parties; *third* to the Pre-Petition Roll-Over Agent to repay in cash all amounts due and owing as of the closing date under the Pre-Petition Roll-Over Documents; and *fourth* to the Shareholder Agent to repay in cash amounts due and owing as of the closing date under the Pre-Petition Shareholder Documents. The funds deposited in each of the escrow accounts set forth above, except the Wind Down Funds, shall remain subject to the liens and claims held by the Revolving Agent, Revolving Lenders, DIP Note Agent, DIP Note Purchasers, the Revolving

Secured Parties and the Pre-Petition Term Secured Parties in accordance with the terms of the Final DIP Order and the DIP Loan Documents. To the extent the Debtors, the Committee, Revolving Agent, DIP Note Agent, the requisite lenders under the Pre-Petition Roll-Over Documents and the Pre-Petition Shareholder Documents, and Dallas County cannot reach agreement on the amount of each of the reserves set forth herein, the Court shall determine such reserves at a hearing to be held on February 27, 2014 at 1:00 p.m. Notwithstanding anything herein, the Break-Up Fee and Expense Reimbursement will be paid to Amcor Rigid Plastics USA, Inc. at Closing. Furthermore, from the proceeds of the sale of any of the Debtors' assets located in the state of Texas, the amount of \$424,574.38 shall be set aside as adequate protection for the secured claims of Dallas County prior to the distribution of any proceeds to any other creditor. The liens of Dallas County shall attach to these proceeds to the same extent and with the same priority as the liens they now hold against the property of the Debtors. These funds shall be on the order of adequate protection and shall constitute neither the allowance of the claims of Dallas County, nor a cap on the amounts it may be entitled to receive. Furthermore, the claims and liens of Dallas County shall remain subject to any objections any party would otherwise be entitled to raise as to the priority, validity or extent of such liens. These funds may be distributed upon agreement between Dallas County and the Debtors, or by subsequent order of the Court, duly noticed to Dallas County.

32. Upon the funding of each of the escrow accounts set forth above, (i) each of Revolving Agent, Revolving Lenders, DIP Note Agent and DIP Note Purchasers shall be released and discharged from any claims, obligations and responsibilities arising in connection with or related to (A) the Carve Out Expenses and (B) the UK Creditor Reserve, (including, without limitation the obligation to pay, reserve for or otherwise fund any of the fees, expenses,

claims, or any other amounts collectively included within each of the Carve Out Expenses, and/ or the UK Creditor Reserve), and (ii) each of the DIP Note Agent and DIP Note Purchasers shall be released and discharged from any claims, obligations and responsibilities arising in connection with or related to (A) the 503(b)(9) Escrow, and (B) the Wind Down Funds, (including, without limitation the obligation to pay, reserve for or otherwise fund any of the fees, expenses, claims or any other amounts collectively included within each of the 503(b)(9) Escrow and/ or the Wind Down Funds).

Additional Provisions

33. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order.

34. To the extent permitted by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of these chapter 11 cases or the consummation of the transaction contemplated by the Agreement.

35. The Purchaser has not assumed or is otherwise not obligated for any of the Debtors' liabilities other than the Assumed Obligations and as otherwise set forth in the Agreement, and the Purchaser has not purchased any of the Excluded Assets or assumed any of the Excluded Liabilities. Consequently, all persons, Governmental Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Liens, Claims, Encumbrances and Interests based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against the Purchaser or the Acquired Assets, including asserting any

setoff, right of subrogation or recoupment of any kind, to recover any Liens, Claims, Encumbrances and Interests or on account of any liabilities of the Debtors other than Assumed Obligations pursuant to the Agreement. All persons holding or asserting any Liens, Claims, Encumbrances and Interests in the Excluded Assets or constituting Excluded Liabilities are hereby enjoined from asserting or prosecuting such Liens, Claims, Encumbrances and Interests, including any causes of action, against the Purchaser or the Acquired Assets for any liability associated with the Excluded Assets or constituting an Excluded Liability.

36. The Purchaser is not a “successor” to the Debtors or their estates or predecessors by reason of any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates or predecessors including, but not limited to, any bulk sales law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the Agreement, and the Sale Motion (as modified) contains sufficient notice of such limitation in accordance with Local Rule 6004-1. Except to the extent the Purchaser assumes the Assumed Obligations pursuant to the Agreement, neither the purchase of the Acquired Assets by the Purchaser or its affiliates, nor the fact that the Purchaser or their affiliates are using any of the Acquired Assets previously operated by the Debtors, will cause the Purchaser or any of its affiliates to be deemed a successor in any respect to the Debtors’ businesses within the meaning of (i) any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, antitrust, environmental, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), (ii) under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine, or

under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine, (iii) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtors are a party, (iv) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtors, (v) the cessation of the Debtor's operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Retraining Notification Act, as those laws have been or may be amended, and all regulations promulgated or that may be promulgated thereunder, (vi) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as it has been or may be amended, and all regulations promulgated or that may be promulgated thereunder, (vii) any liabilities, debts or obligations of or required to be paid by, the Debtors for any taxes of any kind for any period, (viii) any liabilities, debts, commitments or obligations for any taxes relating to the operation of the Acquired Assets prior to Closing, and (ix) any litigation.

37. Except to the extent expressly included in the Assumed Obligations, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons and entities, including, but not limited to, the Debtors, the Committee, all debt security holders, equity security holders, the Debtors' employees or former employees, governmental, tax and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien, Claim, Encumbrance or Interest of any kind or nature whatsoever against, in or with respect to any of the Debtors or the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to the Acquired Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Acquired Assets to the Purchaser, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Lien, Claim, Encumbrance or Interest, whether by payment, setoff, recoupment, or otherwise, directly or indirectly, against the Purchaser or any affiliates, successors or assigns thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates, financial advisors and representatives (each of the foregoing in its individual capacity), or the Acquired Assets; *provided, however*, nothing herein shall bar the Debtors or the Committee (or any of their respective successors or assigns) from investigating or prosecuting any Commercial Tort Claims or Avoidance Recoveries as provided in section 2.5.4 of the Final DIP Order. For the avoidance of doubt, the foregoing shall not prevent the Debtors, their estates, successors or permitted assigns from pursuing claims, if any, against the Purchaser and/or its successors and assigns in accordance with the terms of the Agreement.

38. Other than the Assumed Obligations or as otherwise provided for in the Agreement, the Purchaser shall have no obligations with respect to any liabilities of the Debtors, including, without limitation, the Excluded Liabilities, and the Debtors and the Committee are deemed to release and forever discharge the Purchaser and any of its affiliates, successors and assigns from any and all claims, causes of action, obligations, liabilities, demands, losses, costs and expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, relating to the sale, except for liabilities and obligations under the Agreement; *provided, however*, nothing herein shall bar the Debtors or the Committee (or any of their respective successors or assigns) from investigating or prosecuting any Commercial Tort Claims or Avoidance Recoveries as provided in section 2.5.4 of the Final DIP Order.

39. Subject to the terms of the Agreement, the Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchaser, without further action or order of the Bankruptcy Court; provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Agreement and any related agreements.

40. The failure specifically to include any particular provisions of the Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court, the Debtors and the Purchaser that the Agreement and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

41. To the extent any provisions of this Order conflict with the terms and conditions of the Agreement, this Order shall govern and control. This Order constitutes a final

order within the meaning of 28 U.S.C. § 158(a)(1). The findings of fact set forth above and conclusions of law constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable by Bankruptcy Rule 9014. Any findings of fact contained herein shall be construed as conclusions of law and conclusions of law contained herein shall be construed as findings of fact where appropriate.

42. This Order and Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors and the Purchaser, their respective successors and permitted assigns, including, without limitation, any Chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a Chapter 7 case if this case is converted from Chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Acquired Assets.

43. The provisions of this Order are non-severable and mutually dependent.

44. Nothing in any order of this Bankruptcy Court or contained in any plan of reorganization or liquidation confirmed in the chapter 11 cases, or in any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

45. Notwithstanding Bankruptcy Rules 6004, 6006 and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, and the Sale Motion (as modified) shall be deemed to provide sufficient notice of the Debtors' request for relief from stay. In the absence of any person or entity obtaining a stay pending

appeal, the Debtors and the Purchaser are free to close under the Agreement at any time, subject to the terms of the Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and the Purchaser close under the Agreement, the Purchaser shall be deemed to be acting in "good faith" and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

46. Nothing in this Order or the Agreement releases, nullifies, precludes, or enjoins the enforcement of any environmental liability to a governmental unit that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Notwithstanding the foregoing sentence, nothing in this Order shall (i) be interpreted to deem the Purchaser as the successor to the Debtors under any successor liability doctrine with respect to any liabilities under environmental statutes or regulations for penalties for days of violation prior to the Closing or for liabilities relating to off-site disposal of waste by the Debtors prior to the Closing; or (ii) create for any governmental unit any substantive right that does not already exist under law. Nothing in this Order or the Agreement authorizes the transfer or assignment to the Purchaser of any environmental license, permit, registration, authorization, or approval of or with respect to a governmental unit without compliance with all applicable legal requirements under non-bankruptcy law governing such transfers or assignments. Nothing in this Order divests any tribunal of any jurisdiction it may have under environmental law to adjudicate any defense asserted under this Order. Nothing in this Order divests the Debtors of any liability under environmental law to governmental units.

47. This Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bidding Procedures Order, and the Agreement in all

respects and to decide any disputes concerning this Order and the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Acquired Assets and any Assumed Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, Claims, Encumbrances and Interests.

Dated: February 10, 2014
Wilmington, Delaware



THE HONORABLE CHRISTOPHER S. SONTCHI
UNITED STATES BANKRUPTCY JUDGE

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered on the 27th day of February, 2014 (the "Effective Date"), by and between Constar International Holdings LLC, a Delaware limited liability company ("ParentCo"), and each of its subsidiaries listed on the signature page of this Assignment (each an "Assignor" and collectively with ParentCo, "Assignors"), and Plastipak Packaging, Inc., a Delaware corporation having its principal place of business at 41605 Ann Arbor Road, Plymouth, Michigan 48170, USA ("Assignee")(each a "Party," and collectively, the "Parties").

WHEREAS, Assignors are the owners of the trademarks and trademark applications/registrations included on the attached **Exhibit A** (the "Trademarks"):

WHEREAS, Assignee is desirous of acquiring Assignors' entire right, title, and interest in the Trademarks set forth on **Exhibit A**, and including all common law rights therein, together with the goodwill of the business that is ongoing and existing symbolized by the Trademarks;

WHEREAS, Assignors and Assignee are parties to a Purchase Agreement dated February 6, 2014 (the "Purchase Agreement"), wherein Assignee agreed to purchase, and Assignor agreed to sell, all of Assignors' right, title, and interest in and to the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is a condition associated with the Purchase Agreement and the purchase of the Trademarks by Assignee;

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

1. Assignment. Assignors hereby assign, sell and set over unto the Assignee and Assignee's successors, legal representatives and assigns, the entire right, title, and interest in and to any and all rights and privileges associated with the Trademarks, together with the goodwill of the business that is ongoing and existing symbolized by the Trademarks, and any and all renewals thereof, and the right to bring suit and collect damages for past infringements thereof. Assignors hereby covenant and agree that the Assignors will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect said right, title, and interest and said rights and privileges in Assignee, its successors, assigns and legal representatives.

2. Representation and Warranty. Assignors represent and warrant that they (a) have full right to convey the entire rights, title, and interest herein assigned, and (b) have not executed and will not execute any agreement or do anything in conflict with this Assignment.

3. Further Assurances. Assignors shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable by Assignee to record and perfect the interest of Assignee in and to the Trademarks.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives below.

ASSIGNOR: Constar International Holdings LLC By: <u>[Signature]</u> Name: <u>Mark Borseth</u> Title: <u>Executive Vice President and CFO</u>	ASSIGNOR: Constar International LLC By: <u>[Signature]</u> Name: <u>Mark Borseth</u> Title: <u>Executive Vice President and CFO</u>
ASSIGNOR: Constar International Inc. By: <u>[Signature]</u> Name: <u>Mark Borseth</u> Title: <u>Executive Vice President and CFO</u>	

State of PENNSYLVANIA)

) ss:

County of PHILADELPHIA)

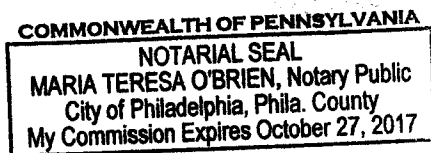
MARK BORSETH, personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

Date: FEBRUARY 21, 2014

[Signature]

Notary Public

My Commission Expires: October 27, 2017



ASSIGNEE:

Plastipak Packaging, Inc.

By: William C. Young

Name: William C. Young

Title: President and CEO

State of Michigan)

) ss:

County of Wayne)

William C. Young personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

Date: 12-26-14


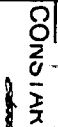



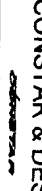

Tom D. Jaber

Notary Public

My Commission Expires: 1/31/19

TOM D JABERO
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jan. 31, 2019
Acting in the County of Wayne

EXHIBIT A

Matter	Mark	Country	Application No.	Registration No.
US- TM: DC:100 in Class 1	DC:100	USA	85/366,393	4,102,206
US- TM: DC:300 in Class 1	DC:300	USA	85/366,400	4,102,208
US- TM: C & Star Design in Classes 20, 21	C & Star Design	USA	76/477,070	2,819,157
US- TM: MONOXBAR in Classes 1, 20, 21	 MONOXBAR	USA	76/512,231	3,133,417
US- TM: CONSTAR & Design in Classes 20, 21	 CONSTAR & DESIGN	USA	76/114,291	2,630,100
US- TM: CONSTAR in Class 21	CONSTAR	USA	74/427,235	1,840,582
US- TM: OXBAR in Classes 20, 21	OXBAR	USA	75/983,442	2,840,563
US- TM: MONOXBAR FROM CONSTAR & Design in Classes 1, 20, 21	MONOXBAR & Design	USA	76/598,560	3,145,994
US- TM: DIAMOND CLEAR & Design in Class 21	 DIAMOND CLEAR & Design	USA	78/654,402	3,326,327
US- TM: DIAMOND CLEAR in Class 21	 DIAMOND CLEAR	USA	77/237,908	3,401,510
US- TM: VCT in Class 21	VCT	USA	77/505,399	3,835,668
US- TM: CONSTRUCT in Class 42	CONSTRUCT	USA	77/505,410	3,665,740
US- TM: CONVERT IT in Class 42	CONVERT IT	USA	77/788,733	3,780,471
France - TM: STARSHIELD in Classes 20, 21	STARSHIELD	France	2261655	2261655
United Kingdom - TM: STARSHIELD in Classes 20, 21	STARSHIELD	United Kingdom	2170707	2170707
Germany - TM: STARSHIELD in Class 20	STARSHIELD	Germany	39836148	39836148
Germany - TM: STARSHIELD in Class 21	STARSHIELD	Germany	39836147	39836147
United Kingdom - TM: CONSTAR & Design in Classes 20, 21	 CONSTAR & DESIGN	United Kingdom	2261655	2261655
Hungary - TM: CONSTAR & Design in Classes 20, 21	 CONSTAR & DESIGN	Hungary	M0101105	169492
Benelux - CONSTAR & Design in Classes 20, 21	 CONSTAR & DESIGN	Benelux	984115	699387

Turkey - TM: CONSTAR & Design in Classes 20, 21	CONSTAR & DESIGN	Turkey	15827/21	200103503
Mexico - TM: CONSTAR & Design in Class 21	CONSTAR & DESIGN	Mexico	143717	456246
CTM - TM: MONOXBAR FROM CONSTAR & Design Classes 1, 20, 21	MONOXBAR & Design	European Community	4117115	4117115
Japan - TM: MONOXBAR FROM CONSTAR & Design Classes 1, 20, 21	MONOXBAR & Design	Japan	2004-103174	4907297
CTM - TM: DIAMOND CLEAR in Class 16, 20, 21	DIAMOND CLEAR	European Community	6604151	6604151
Australia: TM: DIAMOND CLEAR in Class 21	DIAMOND CLEAR	Australia	1220379	1220379
South Africa - TM: DIAMOND CLEAR in Class 21	DIAMOND CLEAR	South Africa	200801329	200801329
China - TM: DIAMOND CLEAR in Class 21	DIAMOND CLEAR	China	6526311	6526311
Japan - TM: DIAMOND CLEAR in Class 21	DIAMOND CLEAR	Japan	20084841	5140164
Benelux - TM: OXBAR in Classes 1, 20, 21	OXBAR	Benelux	943720	658550
Germany - TM: OXBAR in Classes 1, 20, 21	OXBAR	Germany	39947897	39947897
France - TM: OXBAR in Classes 1, 20, 21	OXBAR	France	99807858	99807858
Japan - TM: OXBAR in Classes 1, 20	OXBAR	Japan	2003-102406	4792403
New Zealand - TM: DIAMOND CLEAR in Classes 1, 20, 21	DIAMOND CLEAR	New Zealand	794187	794187
Denmark - TM: OXBAR in Classes 1, 20, 21	OXBAR	Denmark	VA 003330 1999	VR 001564 2000
Canada - TM: OXBAR	OXBAR	Canada	1025839	TMA604112
Australia - TM: OXBAR in Classes 1, 20, 21	OXBAR	Australia	1254746	1254746
Australia - TM: MONOXBAR in Classes 1, 20, 21	MONOXBAR	Australia	1254748	1254748
Australia - TM: DIAMOND CLEAR in Classes 1, 20, 21	DIAMOND CLEAR	Australia	1254749	1254749

CTM - TM: OXBAR in Classes 1, 20, 21	OXBAR	European Community	4083853	4083853
Canada - TM: STARSHIELD	STARSHIELD	Canada	1044446	TMA 574,743
Madrid Protocol - TM: DC300 Class 1	DC300	Madrid Protocol	1106959	1106959
Canada - TM: DC300 Class 1	DC300	Canada	1,558,637	
New Zealand - TM: DC300 Class 1	DC300	New Zealand	854764	854764
Mexico - TM: DC300 Class 1	DC300	Mexico	1239687	1342465
South Africa - TM: DC300 Class 1	DC300	South Africa	2012/00463	
Madrid Protocol - TM: DC100 Class 1	DC100	Madrid Protocol	A0027861	1106486
Canada - TM: DC100 Class 1	DC100	Canada	1,558,636	
New Zealand - TM: DC100 Class 1	DC100	New Zealand	854763	854763
Mexico - TM: DC100 Class 1	DC100	Mexico	1239686	13424654
South Africa - TM: DC100 Class 1	DC100	South Africa	2012/00464	
Madrid Protocol - Australia - TM: DC300 Class 1	DC300	Australia	1106959	1106959
Madrid Protocol - China - TM: DC300 Class 1	DC300	China		1106959
Madrid Protocol - CTM - TM: DC300 Class 1	DC300	CTM	1106959	1106959
Madrid Protocol - Turkey - TM: DC300 Class 1	DC300	Turkey	1106959	1106959
Madrid Protocol - Australia - TM: DC100 Class 1	DC100	Australia	1106486	1106486
Madrid Protocol - China - TM: DC100 Class 1	DC100	China	1106486	
Madrid Protocol - CTM - TM: DC100 Class 1	DC100	CTM	1106486	1106486
Madrid Protocol - Turkey - TM: DC100 Class 1	DC100	Turkey	1106486	1106486
Japan - TM: DC100 Stylized Class 1	DC100 Stylized	Japan	2012-086682	5571592
Japan - TM: DC300 Stylized Class 1	DC300 Stylized	Japan	2012-086683	5571593

TRADEMARK

REEL: 006177 FRAME: 0117

RECORDED: 10/06/2017