

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENPAK SOUTHWEST, LP		12/31/2013	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	GENPAK LLC		
Street Address:	10601 WESTLAKE DRIVE		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2103652	PARTYTIME	
Registration Number:	2278367	CRYSTAL CHOICE	
CORRESPONDENCE DATA			
Fax Number:	5184525579		
<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:	518-452-5600		
Email:	wayne.reinke@hrfmlaw.com		
Correspondent Name:	Wayne F. Reinke		
Address Line 1:	5 Columbia Circle		
Address Line 2:	Heslin Rothenberg Farley & Mesiti P.C.		
Address Line 4:	Albany, NEW YORK 12203		
NAME OF SUBMITTER:	Wayne F. Reinke		
SIGNATURE:	/Wayne F. Reinke/		
DATE SIGNED:	10/10/2017		
Total Attachments: 17			
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ASSIGNMENT AND DISTRIBUTION AGREEMENT

This ASSIGNMENT AND DISTRIBUTION AGREEMENT (this "Assignment") is made and entered into as of December 31, 2013 (the "Effective Time"), by and between GPENY Inc., a New York corporation (the "General Partner"), and Genpak Inc., a New York corporation (the "Limited Partner" and, together with the General Partner, the "Assignors" and each an "Assignor"), and Genpak LLC, a New York limited liability company ("Assignee").

Statement of Purpose

The General Partner is the sole General Partner of Genpak Southwest, LP, a Texas limited partnership (the "Company"). In connection with the dissolution and liquidation of the General Partner, the General Partner desires to transfer to Assignee, and Assignee desires to accept from the General Partner, its partnership interest in the Company and all other rights and ownership interests of the General Partner in the Company (the "GP Assigned Interests"), as a liquidating distribution to Assignee, all in accordance with and subject to the terms hereof.

The Limited Partner is the sole Limited Partner of the Company. In connection with the dissolution and liquidation of the Limited Partner, the Limited Partner desires to transfer to Assignee, and Assignee desires to accept from the Limited Partner, its partnership interest in the Company, and all other rights and ownership interests of the Limited Partner in the Company (the "LP Assigned Interests" and, together with the GP Assigned Interests, the "Assigned Interests"), as a liquidating distribution to Assignee, all in accordance with and subject to the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer of Assigned Interests. Upon the terms and conditions set forth herein, as of the Effective Time, (a) the General Partner hereby transfers, assigns and conveys to Assignee the GP Assigned Interests, and Assignee hereby accepts the GP Assigned Interests, as a liquidating distribution to Assignee and (b) the Limited Partner hereby transfers, assigns and conveys to Assignee the LP Assigned Interests, and Assignee hereby accepts the LP Assigned Interests, as a liquidating distribution to Assignee. As of the Effective Time, Assignee further agrees to be, and hereby is, admitted as the partner of the Company and substituted on the books and records of the Company for each Assignor with respect to their respective interest of the Assigned Interests. As of the Effective Time, (i) the General Partner shall be deemed to have withdrawn as, and shall cease to be, the General Partner of the Company and (ii) the Limited Partner shall be deemed to have withdrawn as, and shall cease to be, the Limited Partner of the Company.

2. Representations and Warranties of Assignors. As of the Effective Time, (a) the General Partner hereby represents and warrants to Assignee that: (i) the General Partner is the lawful owner of the GP Assigned Interests; (ii) the General Partner has full authority and good right to transfer the GP Assigned Interests to Assignee hereunder; and (iii) the GP Assigned Interests are free from all encumbrances and (b) the Limited Partner hereby represents and warrants to Assignee that: (i) the Limited Partner is the lawful owner of the LP Assigned Interests; (ii) the Limited Partner has full authority and good right to transfer the LP Assigned Interests to Assignee hereunder; and (iii) the LP Assigned Interests are free from all encumbrances.

3. Representations of Assignee. As of the Effective Time, Assignee hereby represents and warrants to each Assignor and the Company that Assignee has full power and authority to acquire and hold the Assigned Interests.

4. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Modification and Waiver. No supplement, modification, waiver or termination of this Assignment or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6. Further Action. Each party hereto agrees to perform all further acts and execute, acknowledge, or deliver any instruments or documents and to perform such additional acts as may be reasonably necessary, appropriate or desirable to carry out the intent of the provisions of this Assignment.

7. Entire Agreement. This Assignment constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and contains the final, complete and exclusive statement of the agreement among the parties with respect to the transactions contemplated herein and supersedes all prior and contemporaneous understandings and agreements in regard thereto.

8. Governing Law. This Assignment and the transactions contemplated hereunder shall be construed under, and governed by, the laws of the State of New York without reference to its conflicts of laws provisions.

9. Waiver of Notice. For all purposes hereunder, each party hereto approves and waives any notice that may be required pursuant to Section 7.1.1 of the Limited Partnership Agreement of the Company.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Distribution Agreement to be duly executed as of the Effective Time.

ASSIGNOR:

GENY INC.

By: 

Nick Desmarais, Secretary

GENPAK INC.

By: 

Nick Desmarais, Secretary

ASSIGNEE:

GENPAK LLC

By: 

Nick Desmarais, Secretary

SCHEDULE "A"

ASSIGNMENT AND DISTRIBUTION AGREEMENT

**CONSENT RESOLUTIONS OF THE DIRECTORS
OF
GPENY INC.
(the "Company")**

We, the undersigned, being all the directors of the Company, hereby consent to the following resolutions to have the same force and effect as if passed at a meeting of the directors of the Company.

WHEREAS:

- A. The Company owns a 1% general partnership interest (the "GP Interest") in Genpak Southwest, LP ("GS LP"); and
- B. In connection with the Company's dissolution and liquidation, the Company desires to transfer to Genpak LLC (the "Assignee") and the Assignee desires to accept from the Company, its GP Interest in GS LP, and all other rights and ownership interests of the Company in GS LP, as a liquidating distribution to the Assignee, in accordance with the terms and conditions set out in the Assignment and Distribution Agreement dated as of December 31, 2013 (the "Agreement"), a copy of which is attached hereto as Schedule "A".

NOW THEREFORE BE IT RESOLVED THAT:

- 1. the assignment of the GP Interest by the Company to the Assignee pursuant to the terms and conditions set out in the Agreement is hereby authorized and approved;
- 2. the execution and delivery, on behalf of the Company by any one director or officer of the Company, of the Agreement on the terms and conditions therein set forth, with such alterations, additions and amendments as may be approved by the person so executing (whose execution thereof will be conclusive evidence of such approval), be and the same is hereby authorized and approved; and
- 3. any one director or officer of the Company is hereby authorized to do all acts and things and to execute, whether under the corporate seal of the Company or otherwise, and deliver all such deeds, transfers, assignments, instruments, agreements and documents as he may consider necessary or desirable to complete the said assignment and to give effect to the transactions contemplated by the Agreement.

DATED as of December 31, 2013

✓

JIM PATTISON, JR.

✓

ROBERT O'CONNELL



NICK DESMARAIS

**CONSENT RESOLUTIONS OF THE DIRECTORS
OF
GPENY INC.
(the "Company")**

We, the undersigned, being all the directors of the Company, hereby consent to the following resolutions to have the same force and effect as if passed at a meeting of the directors of the Company.

WHEREAS:

- A. The Company owns a 1% general partnership interest (the "GP Interest") in Genpak Southwest, LP ("GS LP"); and
- B. In connection with the Company's dissolution and liquidation, the Company desires to transfer to Genpak LLC (the "Assignee") and the Assignee desires to accept from the Company, its GP Interest in GS LP, and all other rights and ownership interests of the Company in GS LP, as a liquidating distribution to the Assignee, in accordance with the terms and conditions set out in the Assignment and Distribution Agreement dated as of December 31, 2013 (the "Agreement"), a copy of which is attached hereto as Schedule "A".

NOW THEREFORE BE IT RESOLVED THAT:

- 1. the assignment of the GP Interest by the Company to the Assignee pursuant to the terms and conditions set out in the Agreement is hereby authorized and approved;
- 2. the execution and delivery, on behalf of the Company by any one director or officer of the Company, of the Agreement on the terms and conditions therein set forth, with such alterations, additions and amendments as may be approved by the person so executing (whose execution thereof will be conclusive evidence of such approval), be and the same is hereby authorized and approved; and
- 3. any one director or officer of the Company is hereby authorized to do all acts and things and to execute, whether under the corporate seal of the Company or otherwise, and deliver all such deeds, transfers, assignments, instruments, agreements and documents as he may consider necessary or desirable to complete the said assignment and to give effect to the transactions contemplated by the Agreement.

DATED as of December 31, 2013

✓

JIM PATTISON, JR.



ROBERT O'CONNELL

✓

NICK DESMARAIS

CONSENT RESOLUTIONS OF THE DIRECTORS
OF
GPEY INC.
(the "Company")

We, the undersigned, being all the directors of the Company, hereby consent to the following resolutions to have the same force and effect as if passed at a meeting of the directors of the Company.

WHEREAS:

- A. The Company owns a 1% general partnership interest (the "GP Interest") in Genpak Southwest, LP ("GS LP"); and
- B. In connection with the Company's dissolution and liquidation, the Company desires to transfer to Genpak LLC (the "Assignee") and the Assignee desires to accept from the Company, its GP Interest in GS LP, and all other rights and ownership interests of the Company in GS LP, as a liquidating distribution to the Assignee, in accordance with the terms and conditions set out in the Assignment and Distribution Agreement dated as of December 31, 2013 (the "Agreement"), a copy of which is attached hereto as Schedule "A".

NOW THEREFORE BE IT RESOLVED THAT:

- 1. the assignment of the GP Interest by the Company to the Assignee pursuant to the terms and conditions set out in the Agreement is hereby authorized and approved;
- 2. the execution and delivery, on behalf of the Company by any one director or officer of the Company, of the Agreement on the terms and conditions therein set forth, with such alterations, additions and amendments as may be approved by the person so executing (whose execution thereof will be conclusive evidence of such approval), he and the same is hereby authorized and approved; and
- 3. any one director or officer of the Company is hereby authorized to do all acts and things and to execute, whether under the corporate seal of the Company or otherwise, and deliver all such deeds, transfers, assignments, instruments, agreements and documents as he may consider necessary or desirable to complete the said assignment and to give effect to the transactions contemplated by the Agreement.

DATED as of December 31, 2013



JIM PATTISON, JR.

✓

ROBERT O'CONNELL

✓

NICK DESMARAIS

SCHEDULE "A"

ASSIGNMENT AND DISTRIBUTION AGREEMENT

ASSIGNMENT AND DISTRIBUTION AGREEMENT

This ASSIGNMENT AND DISTRIBUTION AGREEMENT (this "Assignment") is made and entered into as of December 31, 2013 (the "Effective Time"), by and between GPENY Inc., a New York corporation (the "General Partner"), and Genpak Inc., a New York corporation (the "Limited Partner" and, together with the General Partner, the "Assignors" and each an "Assignor"), and Genpak LLC, a New York limited liability company ("Assignee").

Statement of Purpose

The General Partner is the sole General Partner of Genpak Southwest, LP, a Texas limited partnership (the "Company"). In connection with the dissolution and liquidation of the General Partner, the General Partner desires to transfer to Assignee, and Assignee desires to accept from the General Partner, its partnership interest in the Company and all other rights and ownership interests of the General Partner in the Company (the "GP Assigned Interests"), as a liquidating distribution to Assignee, all in accordance with and subject to the terms hereof.

The Limited Partner is the sole Limited Partner of the Company. In connection with the dissolution and liquidation of the Limited Partner, the Limited Partner desires to transfer to Assignee, and Assignee desires to accept from the Limited Partner, its partnership interest in the Company, and all other rights and ownership interests of the Limited Partner in the Company (the "LP Assigned Interests" and, together with the GP Assigned Interests, the "Assigned Interests"), as a liquidating distribution to Assignee, all in accordance with and subject to the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer of Assigned Interests. Upon the terms and conditions set forth herein, as of the Effective Time, (a) the General Partner hereby transfers, assigns and conveys to Assignee the GP Assigned Interests, and Assignee hereby accepts the GP Assigned Interests, as a liquidating distribution to Assignee and (b) the Limited Partner hereby transfers, assigns and conveys to Assignee the LP Assigned Interests, and Assignee hereby accepts the LP Assigned Interests, as a liquidating distribution to Assignee. As of the Effective Time, Assignee further agrees to be, and hereby is, admitted as the partner of the Company and substituted on the books and records of the Company for each Assignor with respect to their respective interest of the Assigned Interests. As of the Effective Time, (i) the General Partner shall be deemed to have withdrawn as, and shall cease to be, the General Partner of the Company and (ii) the Limited Partner shall be deemed to have withdrawn as, and shall cease to be, the Limited Partner of the Company.

2. Representations and Warranties of Assignors. As of the Effective Time, (a) the General Partner hereby represents and warrants to Assignee that: (i) the General Partner is the lawful owner of the GP Assigned Interests; (ii) the General Partner has full authority and good right to transfer the GP Assigned Interests to Assignee hereunder; and (iii) the GP Assigned Interests are free from all encumbrances and (b) the Limited Partner hereby represents and warrants to Assignee that: (i) the Limited Partner is the lawful owner of the LP Assigned Interests; (ii) the Limited Partner has full authority and good right to transfer the LP Assigned Interests to Assignee hereunder; and (iii) the LP Assigned Interests are free from all encumbrances.

3. Representations of Assignee. As of the Effective Time, Assignee hereby represents and warrants to each Assignor and the Company that Assignee has full power and authority to acquire and hold the Assigned Interests.

4. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Modification and Waiver. No supplement, modification, waiver or termination of this Assignment or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6. Further Action. Each party hereto agrees to perform all further acts and execute, acknowledge, or deliver any instruments or documents and to perform such additional acts as may be reasonably necessary, appropriate or desirable to carry out the intent of the provisions of this Assignment.

7. Entire Agreement. This Assignment constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and contains the final, complete and exclusive statement of the agreement among the parties with respect to the transactions contemplated herein and supersedes all prior and contemporaneous understandings and agreements in regard thereto.

8. Governing Law. This Assignment and the transactions contemplated hereunder shall be construed under, and governed by, the laws of the State of New York without reference to its conflicts of laws provisions.

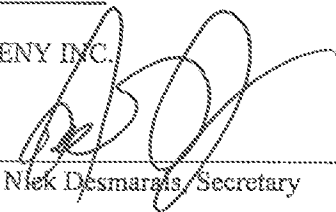
9. Waiver of Notice. For all purposes hereunder, each party hereto approves and waives any notice that may be required pursuant to Section 7.1.1 of the Limited Partnership Agreement of the Company.

[signature page follows]

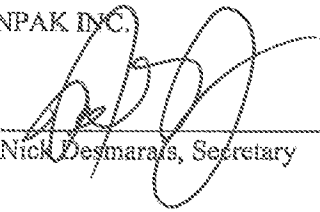
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Distribution Agreement to be duly executed as of the Effective Time.

ASSIGNOR:

GPENY INC.

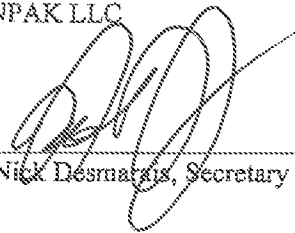
By: 
Nick Desmarais, Secretary

GENPAK INC.

By: 
Nick Desmarais, Secretary

ASSIGNEE:

GENPAK LLC

By: 
Nick Desmarais, Secretary

CONSENT RESOLUTIONS OF THE MANAGERS
OF
GENPAK LLC
(the "Company")

We, the undersigned, being all the managers of the Company, hereby consent to the following resolution to have the same force and effect as if passed at a meeting of the managers of the Company.

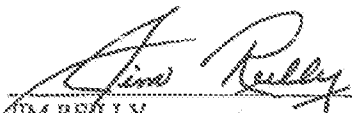
WHEREAS:

- A. Genpak Inc. owns a 99% limited partnership interest (the "LP Interest") in Genpak Southwest, LP ("GS LP");
- B. GPENY Inc. owns a 1% general partnership interest (the "GP Interest") in GS LP;
- C. In connection with the dissolution and liquidation of Genpak Inc. and GPENY (collectively the "Assignors"), the Assignors desire to assign to the Company and the Company desires to accept from the Assignors, the LP Interest and GP Interest (collectively the "Assigned Interest") in GS LP, and all other rights and ownership interests of the Assignors in GS LP, as a liquidating distribution to the Company, in accordance with the terms and conditions set out in the Assignment and Distribution Agreement dated as of December 31, 2013 (the "Agreement"), among the Assignors and the Company, a copy of which is attached hereto as Schedule "A".

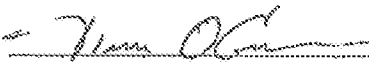
NOW THEREFORE BE IT RESOLVED THAT:

- 1. the assignment of the Assigned Interest pursuant to the terms and conditions set out in the Agreement is hereby authorized and approved;
- 2. the execution and delivery of the Agreement on behalf of the Company by any one manager or officer of the Company, providing for the assignment of the Assigned Interest by the Assignors to the Company, on the terms and conditions therein set forth, with such alterations, additions and amendments as may be approved by the person so executing (whose execution thereof will be conclusive evidence of such approval), be and the same is hereby authorized and approved;
- 3. any one manager or officer of the Company is hereby authorized to do all acts and things and to execute, whether under the corporate seal of the Company or otherwise, and deliver the Agreement and all such deeds, transfers, assignments, instruments, agreements and documents as he may consider necessary or desirable to complete the Assignment of the Assigned Interest and to give effect to the transactions contemplated by the Agreement.

DATED as of December 31, 2013



JIM REILLY



TIM O'CONNOR



ROBERT O'CONNELL



TAWN WHITTEMORE

SCHEDULE "A"

AGREEMENT AND DISTRIBUTION AGREEMENT

ASSIGNMENT AND DISTRIBUTION AGREEMENT

This ASSIGNMENT AND DISTRIBUTION AGREEMENT (this "Assignment") is made and entered into as of December 31, 2013 (the "Effective Time"), by and between GPENY Inc., a New York corporation (the "General Partner"), and Genpak Inc., a New York corporation (the "Limited Partner") and, together with the General Partner, the "Assignors" and each an "Assignor"), and Genpak LLC, a New York limited liability company ("Assignee").

Statement of Purpose

The General Partner is the sole General Partner of Genpak Southwest, LP, a Texas limited partnership (the "Company"). In connection with the dissolution and liquidation of the General Partner, the General Partner desires to transfer to Assignee, and Assignee desires to accept from the General Partner, its partnership interest in the Company and all other rights and ownership interests of the General Partner in the Company (the "GP Assigned Interests"), as a liquidating distribution to Assignee, all in accordance with and subject to the terms hereof.

The Limited Partner is the sole Limited Partner of the Company. In connection with the dissolution and liquidation of the Limited Partner, the Limited Partner desires to transfer to Assignee, and Assignee desires to accept from the Limited Partner, its partnership interest in the Company, and all other rights and ownership interests of the Limited Partner in the Company (the "LP Assigned Interests" and, together with the GP Assigned Interests, the "Assigned Interests"), as a liquidating distribution to Assignee, all in accordance with and subject to the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer of Assigned Interests. Upon the terms and conditions set forth herein, as of the Effective Time, (a) the General Partner hereby transfers, assigns and conveys to Assignee the GP Assigned Interests, and Assignee hereby accepts the GP Assigned Interests, as a liquidating distribution to Assignee and (b) the Limited Partner hereby transfers, assigns and conveys to Assignee the LP Assigned Interests, and Assignee hereby accepts the LP Assigned Interests, as a liquidating distribution to Assignee. As of the Effective Time, Assignee further agrees to be, and hereby is, admitted as the partner of the Company and substituted on the books and records of the Company for each Assignor with respect to their respective interest of the Assigned Interests. As of the Effective Time, (i) the General Partner shall be deemed to have withdrawn as, and shall cease to be, the General Partner of the Company and (ii) the Limited Partner shall be deemed to have withdrawn as, and shall cease to be, the Limited Partner of the Company.

2. Representations and Warranties of Assignors. As of the Effective Time, (a) the General Partner hereby represents and warrants to Assignee that: (i) the General Partner is the lawful owner of the GP Assigned Interests; (ii) the General Partner has full authority and good right to transfer the GP Assigned Interests to Assignee hereunder; and (iii) the GP Assigned Interests are free from all encumbrances and (b) the Limited Partner hereby represents and warrants to Assignee that: (i) the Limited Partner is the lawful owner of the LP Assigned Interests; (ii) the Limited Partner has full authority and good right to transfer the LP Assigned Interests to Assignee hereunder; and (iii) the LP Assigned Interests are free from all encumbrances.

3. Representations of Assignee. As of the Effective Time, Assignee hereby represents and warrants to each Assignor and the Company that Assignee has full power and authority to acquire and hold the Assigned Interests.

4. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Modification and Waiver. No supplement, modification, waiver or termination of this Assignment or any provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Assignment shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6. Further Action. Each party hereto agrees to perform all further acts and execute, acknowledge, or deliver any instruments or documents and to perform such additional acts as may be reasonably necessary, appropriate or desirable to carry out the intent of the provisions of this Assignment.

7. Entire Agreement. This Assignment constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and contains the final, complete and exclusive statement of the agreement among the parties with respect to the transactions contemplated herein and supersedes all prior and contemporaneous understandings and agreements in regard thereto.

8. Governing Law. This Assignment and the transactions contemplated hereunder shall be construed under, and governed by, the laws of the State of New York without reference to its conflicts of laws provisions.

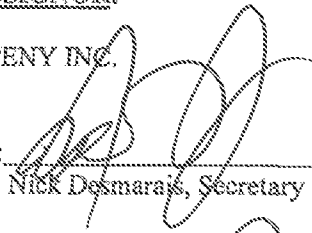
9. Waiver of Notice. For all purposes hereunder, each party hereto approves and waives any notice that may be required pursuant to Section 7.1.1 of the Limited Partnership Agreement of the Company.

[signature page follows]

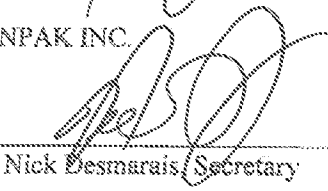
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Distribution Agreement to be duly executed as of the Effective Time.

ASSIGNOR:

GPENY INC.

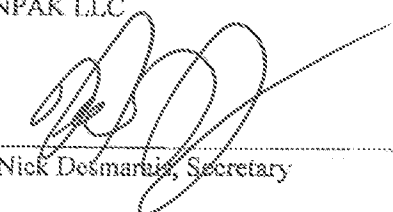
By: 
Nick Desmarais, Secretary

GENPAK INC.

By: 
Nick Desmarais, Secretary

ASSIGNEE:

GENPAK LLC

By: 
Nick Desmarais, Secretary