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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		NUNC PRO TUNC ASSIGNMENT	
CONVEYING PARTY DATA			
Effective Date: 01/09/1995			
Name	Formerly	Execution Date	Entity Type
Trigon Packaging Systems (NZ) Limited		01/09/1995	CORPORATION: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	Sealed Air Corporation (US) (by name change, real 002374, frame 0789)		
Street Address:	Park 80 East		
City:	Saddle Brook		
State/Country:	NEW JERSEY		
Postal Code:	07863		
Entity Type:	CORPORATION; DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1370908	INTACT	
Registration Number:	1503818	SHRINKVAC	
CORRESPONDENCE DATA			
Fax Number:	(201)703-4113		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	201.703.4181		
Email:	yvonne.derasmo@sealedair.com		
Correspondant Name:	Sealed Air Corporation (US)		
Address Line 1:	Park 80 East		
Address Line 4:	Saddle Brook, NEW JERSEY 07863		
ATTORNEY DOCKET NUMBER:	#2206/#2228		
NAME OF SUBMITTER:	Linda Pickering, Trademark Counsel		
Total Attachments: 15			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

AGREEMENT dated as of 9 January 1995 between TRIGON INDUSTRIES LIMITED, TRIGON PACKAGING SYSTEMS (NZ) LIMITED, and TRI-ANGLE SYSTEMS LIMITED, corporations organised and existing under the laws of New Zealand (together "Trigon Companies"), and SEALED AIR CORPORATION, a Delaware corporation ("Sealed Air").

WITNESSETH:

WHEREAS, the Trigon Companies are the owners of the trademarks and tradenames and applications for trademarks and tradenames listed in Annex A to this Agreement (the "Marks"); and

WHEREAS, Sealed Air desires to acquire the Marks from the Trigon Companies, and the Trigon Companies desire to transfer and assign to Sealed Air all of the Trigon Companies' rights, titles and interests in and to the Marks upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of the Marks. Subject to the terms and conditions contained in this Agreement, Sealed Air shall acquire from the Trigon Companies, and the Trigon Companies shall transfer and assign to Sealed Air, all of the Trigon Companies' rights, titles and interests in and to the Marks for an aggregate purchase price of \$9,500,000 (NZ) the ("Purchase Price") payable as provided in Section 2.

2. Payment of the Purchase Price. The Purchase Price shall be paid on the Closing Date (as defined below) in cash, by wire transfer to the account of Trigon Industries Limited or by delivery to Trigon Industries Limited of a bank check against delivery to Sealed Air of assignments of the Marks and all relevant certificates of registration in recordable form, duly executed by the Trigon Companies and acknowledged (collectively, the "Assignments"). The Purchase Price shall be apportioned among the Trigon Companies as determined by the Trigon Companies. Trigon Industries Limited is hereby authorized to receive the Purchase Price on behalf of all the Trigon Companies, and payment to Trigon Industries Limited shall be good discharge to Sealed Air.

3. Closing. The Closing under this Agreement (the "Closing") shall take place, unless Sealed Air and the Trigon Companies agree upon another date or place, at the offices of Ball Gully Buddle Weir, 15th Floor, The Auckland Club Tower, 34 Shortland Street, Auckland 1, New Zealand, at 10:00 A.M., local time, on a date (the "Closing Date") to be mutually agreed upon after the conditions set forth in Section

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4 shall have been satisfied, which date shall, unless otherwise agreed, not be later than 31 March, 1995. The parties each agree to use all reasonable commercial efforts to cause the conditions set forth in Section 4 to be satisfied as promptly as practicable. Notwithstanding the foregoing, in the event that the Closing does not occur on or before 31 March, 1995 other than by reason of the default of any of the parties, Sealed Air or the Trigon Companies may, upon written notice to the other, terminate this Agreement without liability to any of the other parties hereto.

3. Conditions to Closing.

(a) Conditions to Sealed Air's Obligations. The obligation of Sealed Air to acquire the Marks hereunder is subject to the satisfaction, at or before the Closing, of the conditions that:

(i) Accuracy of Representations and Warranties. All of the representations and warranties of the Trigon Companies set forth in this Agreement shall be true and accurate at the time of the Closing as if made at such time.

(ii) Execution and Delivery of Assignments. The Trigon Companies shall have duly executed and delivered the Assignments and all relevant certificates to Sealed Air.

(b) Conditions to the Trigon Companies' Obligations. The obligation of the Trigon Companies to transfer and assign the Marks hereunder is subject to the tender by Sealed Air, at or before the Closing, of payment to the Purchase Price.

4. Representations and Warranties of the Trigon Companies. The Trigon Companies jointly and severally represent and warrant to Sealed Air that:

(a) Legal Authority. The Trigon Companies have, and will at the time of Closing have, full legal right, power and authority to sell, assign and transfer the Marks to Sealed Air.

(b) Ownership and Title. The Marks are, and at the time of the Closing will be, owned by the Trigon Companies free and clear of all restrictions on transfer, liens, claims, equities, security interests, licenses, royalty and similar agreements and encumbrances of any kind or nature, and the delivery of the Assignments by the Trigon Companies at the Closing as contemplated in Section 2 will transfer to Sealed Air good and marketable title thereto free and clear of all restrictions on transfer, claims, liens, equities, security interests, licenses, royalty and similar agreements and encumbrances of any kind or nature whatsoever. In particular, without limiting the generality of this clause, the Trigon Companies shall procure that prior to closing there shall be no lien over any of the Marks pursuant to any global security agreement to which the Trigon Companies are parties.

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(c) Inforceability. This Agreement is, and upon their execution and delivery by the Trigon Companies each of the Assignments will be, the Trigon Companies' legal, valid and binding obligations, enforceable against the Trigon Companies in accordance with their respective terms.

(d) Non-CONTRAVENTION. The execution, delivery and performance of this Agreement by the Trigon Companies will not conflict with, result in any breach of, or constitute a default under or cause the acceleration of, or require any consent, approval or other action of any third party, court or governmental authority pursuant to, any mortgage, indenture, or other agreement or instrument, lien, license, permit, judgment, decree, statute, ordinance, rule, regulation, proceeding or order or any other restriction of any kind or character to which any of the Trigon Companies is a party or by which he or any of his properties are bound or affected; provided that it will be necessary to file the Assignments in the relevant Patent and Trademark Offices of the jurisdictions in which such Marks have been registered or applications for the registration thereof have been filed.

(e) NO Other Marks. The Marks to be assigned hereunder constitute, and at the Closing hereunder will constitute, all of the Trigon Companies' rights, titles, and interests in and to all trademarks, tradenames and service marks owned by the Trigon Companies and used or useful in their business.

(f) Rights of Others. The Marks do not, and are not likely to, infringe or impair in any way any intellectual property or other rights of any other party.

(g) NO Disputes. There are no disputes or claims alleged or threatened in respect of any of the Marks.

(h) Recordations. The Assignments, when executed and delivered by the Trigon Companies, will be in form suitable for recording in the Patent and Trademark Office of the jurisdictions in which the Marks are registered or in which registrations of the Marks have been applied for.

5. Further Assurances. The Trigon Companies shall execute and deliver such further documents, instruments and assurances and take such other and further actions as Sealed Air may reasonably request in order to effectuate the assignments contemplated hereby and to better establish or evidence Sealed Air's rights in and to the Marks assigned hereunder. The Trigon Companies hereby irrevocably appoint Sealed Air as their duly authorized attorney-in-fact and agent for the purpose, after the Closing, of executing, filing and recording any further documents, instruments and assurances and of taking such other and further actions as may be necessary to effectuate the assignments contemplated hereby and to better establish or evidence Sealed Air's rights in and to the Marks assigned hereunder.

6. Miscellaneous.

(a) Binding Effect. This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

(b) Governing Law. The execution, validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of New Zealand, without giving effect to the principles of conflicts of law. The courts of New Zealand shall have non-exclusive jurisdiction in relation to any legal proceedings arising out of the transactions contemplated by this Agreement.

(c) Captions, Etc. The captions of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms, covenants or conditions hereof. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(d) Counterparts. This Agreement may be executed in multiple counterparts (including facsimile copies), each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(e) References to Trigon Companies. Reference in this Agreement to the Trigon Companies shall where the context so requires be construed as references to each of the Trigon Companies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed pursuant to due authorisation as of the date and year first above written

TRIGON INDUSTRIES LIMITED

By: _____
Name: _____
Title: _____
Name: _____
Title: _____

TRIGON PACKAGING SYSTEMS (NZ) LIMITED

By: _____
Name: _____
Title: _____

TRI-ANGLE SYSTEMS LIMITED

By

Name:

Title:

[Handwritten signature]

SEALED AIR CORPORATION

By

Name: William V Hickey

Title: Senior Vice President-
Finance

ASAP

SECTION (A)

TRIGON INDUSTRIES LIMITED
TRADE MARK SCHEDULE
ENVELOPES

FILE REF	COUNTRY	APPROPRIATE	MARK	PROPRIETOR	CLASS	STATUS
3470	New Zealand	B164394	Safe-Gard	TIL	16	CIF 12/09/07
4791	New Zealand	172376	Telflex	TIL	16	CIF 22/05/08
4792	New Zealand	8372375	Cache-Gard	TIL	16	CIF 22/05/08
6229	New Zealand	194933	Renlin	TIL	16	CIF 25/07/96
7690	New Zealand	213473	Trigon File-Pak	TIL	16	CIF 07/10/98
8740	Austria	133613	Trigon	TIL	16	CIF 16/11/00
3845	Australia	A49562	Trigon	TIL	16	CIF 01/11/06
5073	Australia	A476313	Telflex	TIL	16	CIF 11/11/08
8723	Belgium	A75709	Trigon	TIL	16	CIF 03/02/00
8726	Germany	1178212	Trigon	TIL	16	CIF 14/02/00
8743	Denmark	181598	Trigon	TIL	16	Opposed
8776	Spain	1540102	Trigon	TIL	16	CIF 29/12/99
4741	Ireland	118004	Trigon	TIL	16	CIF 06/04/02
1533	France	1491344	Trigon	TIL	16	CIF 15/06/98
4631	United Kingdom	B1204270	Crash-Gard	TIL	16	CIF 28/01/04
5308	United Kingdom	1337874	Trigon	TIL	16	CIF 09/05/95
UK20	United Kingdom	1241934	Trigon	TIL	7	CIF 07/05/06
UK21	United Kingdom	1420532	Trigon Safeguard	TIL		CIF 10/04/97

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SECTION (A) cont

TRIGON INDUSTRIES LIMITED
TRADE MARK SCHEDULE
ENVELOPES

UK22	United Kingdom	149 6032	Trigon Lobster	TTL		Awaiting Accept
UK23	United Kingdom	152-4876	Trigon Trak Pack	TTL		Awaiting Accept
6733	Italy	581183	Trigon	TTL	16	CIF 08/01/02
8735	Norway	169196	Trigon	TTL	16	CIF 13/02/02
8730	Sweden	230264	Trigon	TTL	16	CIF 16/02/02
5322	United States of America	74/110,904	Trigon	TTL	16	Examined

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SECTION (B)

TRIGON INDUSTRIES LIMITED
 TRADE MARK SCHEDULE
 HOOD PACKAGING

FILE REF	COUNTRY	APP/REGN	MARK	PROPRIETOR	CLASS	STATUS
5798	New Zealand	161240	Shrinkvac	TIL	16	Accepted
5107	New Zealand	6175763	Tyile-Skin	TIL	16	CIF 22/11/94
6507	New Zealand	92664	Thermothene	TIL	17	CIF 03/02/05
6508	New Zealand	B104250	Tuf-Flex	TIL	16	CIF 17/05/94
8593	New Zealand	B15027A	Intact	TIL	16	CIF 09/12/04
A59A	New Zealand	B150229	Intact	TIL	7	CIF 09/12/04
21516	New Zealand	Z34872	Smartpak	TIL	16	Pending
21592	New Zealand	Z35863	Flexibag	TIL	7	Pending
8738	Austria	130242	Trigon Intact	TIL	7	CIF 17/01/01
8739	Austria	189715	Shrinkvac	TIL	16	CIF 22/11/00
8740	Austria	199163	Trigon	TIL	16	CIF 16/11/00
3025	Australia	A40562A	Intact	TIL	7	CIF 22/09/05
3025	Australia	A405629	Intact	TIL	16	CIF 22/09/05
3045	Australia	A415562	Trigon	TIL	16	CIF 01/11/06
1001	Australia	A441652	Shrinkvac	TIL	16	CIF 04/09/07
5538	Australia	A400449	Shrinkvac	TIL	7	CIF 04/07/95
21517	Australia	625375	Smartpak	TIL	16	Pending
21519	Australia	627300	Flexibag	TIL	7	Pending

SECTION (B) cont

TRIGON INDUSTRIES LIMITED
TRADE MARK SCHEDULE
FOOD PACKAGING

8727	Belgium	475711	Intact	TIL	7	CIP 03/01/00
8728	Belgium	475710	Shrinkvac	TIL	16	CIP 03/01/00
8729	Belgium	475709	Trigon	TIL	16	CIP 03/01/00
21519	Belgium	826-781	Smartpak	TIL	16	Pending
8725	Germany	2101211	Trigon Intact	TIL	7	CIP 30/06/00
8726	Germany	1170212	Trigon	TIL	16	CIP 14/02/00
21521	Germany	Await	Smartpak	TIL	16	Pending
8719	Denmark	040781992	Shrinkvac	TIL	16	CIP 15/04/02
8720	Denmark	060351991	Intact	TIL	7	CIP 20/09/01
8713	Denmark	101598	Trigon	TIL	16	Opposed
21627	Denmark	VA 03.432.1994	Smartpak	TIL	16	Pending
8722	Spain	1566146	Shrinkvac	TIL	16	CIP 04/05/96
8723	Spain	1566149	Intact	TIL	7	CIP 04/05/96
8876	Spain	1540100	Trigon	TIL	16	CIP 29/12/94
21625	Spain	Await	Smartpak	TIL	16	Pending
8730	Sweden	230264	Trigon	TIL	16	CIP 14/02/02
8741	Finland	118004	Trigon	TIL	16	CIP 06/04/02
6742	Finland	115066	Shrinkvac	TIL	16	CIP 07/01/02
5895	France	1471344	Trigon	TIL	16	CIP 15/04/98

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SECTION (B) cont

TRIGON INDUSTRIES LIMITED
 TRADE MARK SCHEDULE
 FOOD PACKAGING

5636	France	1548713	Barrier Intact	TIL	16	CF 15/06/98
5637	France	1548714	Barrier Shrinkvac	TIL	16	CF 15/06/98
21520	France	94/519 524	Smartpak	TIL	16	Pending
4004A	United Kingdom	1509061	Shrinkvac	TIL	16	Awaiting Exam
5308	United Kingdom	197874	Trigon	TIL	16	CF 09/08/95
UK20	United Kingdom	1241334	Trigon	TIL	7	CF 07/06/06
8732	Italy	581184	Intact	TIL	7	CF 08/01/00
8733	Italy	581183	Trigon	TIL	16	CF 08/01/00
8734	Italy	581182	Shrinkvac	TIL	16	CF 08/01/00
21518	United States of America	Await	Smartpak	TIL	16	Pending
5322	United States of America	74/130 904	Trigon	TIL	16	Examined
21624	Japan	Await	Smartpak	TIL	16	Pending
21628	Canada	Await	Smartpak	TIL	16	Pending
21631	India	Await	Smartpak	TIL	16	Pending
21632	China	Await	Smartpak	TIL	16	Pending
21635	Mexico	Await	Smartpak	TIL	16	Pending
8735	Norway	149193	Trigon	TIL	16	CF 19/02/02
21634	Argentina	1 919 848	Smartpak	TIL	16	Pending
21635	Brazil	817 665 254	Smartpak	TIL	16	Pending

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**TIGON INDUSTRIES LIMITED
TRADEMARK SCHEDULE
FOOD PACKAGING**

21636	Chile	AWALT	Smartpak	TIL	16	Pending
21636	Italy	AWALT	Smartpak	TIL	16	Pending
UK	United Kingdom	1556418	Smartpak	TIL	16	Pending

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SECTION (C)

TRIGON PACKAGING SYSTEMS (NZ) LIMITED
TRADE MARK SCHEDULE
ENVELOPES

FILE REF	COUNTRY	APPROX	MARK	PROPRIETOR	CLASS	STATUS
3192B	New Zealand	B154004	Trigon	TRIGON	16	CF 28/07/08
6909	New Zealand	B123487	Stretch Gard Minkwraper	PLASTICS TRIGON PLASTICS	8	CF 19/06/99
4725	New Zealand	B166494	Crush-Card	TFS NZ	16	CF 09/02/07
4793	New Zealand	B172377	Mail-Gard	TFS NZ	16	Examined

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SECTION (D)

TRIGON PACKAGING SYSTEMS (NZ) LIMITED
 TRADE MARK SCHEDULE
 FOOD PACKAGING

3192B	New Zealand	B154004	Trigpa	TRIGON PLASTICS	16	CIP 28/07/05
3800	Canada	928757	Intact	TPS NZ	7	CIP 24/01/02
4005	Canada	338489	Shrinkvac	TPS NZ	16	CIP 25/09/03
4009	France	1385578	Shrinkvac	TPS NZ	9	CIP 26/02/96
3176	United States of America	1570808	Intact	TPS NZ	7	CIP 19/11/05
4002	United States of America	1503818	Shrinkvac	TPS NZ	16	CIP 19/09/05

SECTION (E)

TRIGON INDUSTRIES LIMITED
ASIA TRADE MARK SCHEDULE

FILE REF	COUNTRY	APP/REG	MARK	PROPRIETOR	CLASS	STATUS
21775	China		Trigon	TIL	16	Pending
21776	Japan		Trigon	TIL	16	Pending
21777	Korea		Trigon	TIL	16	Pending
21909	Hong Kong		Trigon	TIL	16	Pending
21779	Taiwan		Trigon	TIL	16	Pending
21778	Vietnam		Trigon	TIL	16	Pending
21859	Thailand		Trigon	TIL	16	Pending
21860	Malaysia		Trigon	TIL	16	Pending
21861	Singapore		Trigon	TIL	16	Pending
21862	Indonesia		Trigon	TIL	16	Pending
21802	India		Trigon	TIL	16	Pending
21819	Pakistan		Trigon	TIL	16	Pending
21863	Hong Kong		Keepsafe	TIL	16	Pending
	Singapore		Lobure	TIL	16	Pending
21864	Korea		Intact	TIL	16	Pending
21865	Hong Kong		Intact	TIL	16	Pending
21866	Thailand		Intact	TIL	16	Pending
	Malaysia		Intact	TIL	16	Pending
21867	Singapore		Intact	TIL	16	Pending
21868	China		Shrinkvat	TIL	16	Pending

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TRI-ANGLE SYSTEMS LIMITED
TRADE MARK SCHEDULE
FOOD PACKAGING

2792	New Zealand	145946	Supergenic	TRI-ANGLE	16	CIP 02/05/04
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