

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crane Carton Company, LLC		10/30/2000	Limited Liability Company:

RECEIVING PARTY DATA	
Name:	Caraustar Industries, Inc.
Street Address:	3100 Joe Jerkins Boulevard
City:	Austell
State/Country:	GEORGIA
Postal Code:	30106
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1604557	CCC

CORRESPONDENCE DATA	
Fax Number:	(707)945-6735
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	704-945-6703
Email:	jbashe@psumma.com
Correspondent Name:	Jesse B. Ashe, III
Address Line 1:	11610 N. Community House Road
Address Line 2:	Suite 200
Address Line 4:	Charlotte, NORTH CAROLINA 28277

ATTORNEY DOCKET NUMBER:	2210.124
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NAME OF SUBMITTER:	Jesse B. Ashe, III
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Total Attachments: 11
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PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT dated as of October 3, 2000, is by and among CRANE CARTON ACQUISITION, INC., a Delaware corporation (the "Buyer"), a wholly-owned subsidiary of CARAUSTAR INDUSTRIES, INC., a North Carolina corporation, (the "Parent"); CRANE CARTON COMPANY, LLC, an Illinois limited liability company (the "Company"); ALAN CRANE, a principal officer and employee of the Company who shall serve as Member Representative hereunder; and each of the members of the Company, all of whom are listed on Schedule 4.4(a) attached hereto (each a "Member" and collectively, the "Members").

Statement of Agreement

NOW, THEREFORE, in consideration of the premises and of the covenants made herein and of the mutual benefits to be derived herefrom, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the following meanings:

"1988 Bonds" shall have the meaning specified in Section 2.4(a)(i).

"1992 Bonds" shall have the meaning specified in Section 2.4(a)(iii).

"Affiliate" shall mean, with reference to a Person, any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" shall mean this Agreement, all Exhibits and Schedules hereto, all amendments made hereto and thereto by written agreement between the parties, and all other agreements executed between the parties in connection with any of the foregoing.

"Assignment of Interests" shall have the meaning specified in Section 2.1.

"Bank" shall mean The Northern Trust Company.

"Base Purchase Price" shall have the meaning specified in Section 3.1(a).

"Benefit Plan" shall have the meaning specified in Section 4.19(a).

"Business" shall mean the business of manufacturing and selling cartons, heretofore conducted by the Company prior to the Closing and to be conducted by the Buyer after the Closing.

"Business Day" shall mean a day other than a Saturday, Sunday or other day on which commercial banks in Atlanta, Georgia, are generally closed for business.

(e) Payment on a day that is not a Business Day is not required hereunder. Whenever any payment is required to be made hereunder on or by a day which is not a Business Day, then payment may be validly made on or by the next succeeding day that is a Business Day.

(f) Accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, applied on an accrual basis ("GAAP").

(g) In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(h) No Schedule to this Agreement shall incorporate any disclosure set forth on any other Schedule to this Agreement unless such disclosure is expressly and specifically incorporated by reference. Nothing in the Schedules shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Schedule identifies the exception with reasonable particularity or describes the relevant facts in reasonable detail.

1.3 Member Representative. Alan Crane shall act as the representative of the Members (in such capacity, the "Member Representative") with full authority, in his sole discretion, to (a) negotiate, defend, pursue, settle and pay any indemnification claims, (b) transfer the Membership Interests of each Member on the books of the Company with full power of substitution in the premises, and all of each Member's rights under any operating agreement of the Company, including, without limitation, any interests in or rights to capital accounts, in each case free and clear of any liens, covenants, conditions, restrictions, claims, pledges or encumbrances of any kind, (b) execute, as Member Representative and as attorney-in-fact for each Member, and to take all actions required of the Members and the Member Representative under, each of the Escrow Agreement, the Side Agreement, the Assignment of Interests, the Closing Agreement and any other document required to be executed by the Members in connection with the transactions contemplated herein, and (d) take any other action that may be necessary or desirable on behalf of the Members in connection with this Agreement, the Escrow Agreement, the Side Agreement, the Assignment of Interests, the Closing Agreement or any other document required to be delivered in connection herewith or in connection with the transactions contemplated herein. In the event that Alan Crane is unable to fulfill his duties as Member Representative, the Members hereby designate the following individuals in order of priority to replace Alan Crane as the Member Representative for all purposes hereunder: (i) Bruce Crane; (ii) Solomon A. Weisgal; and (iii) Jerry H. Biederman. By the Members' execution of this Agreement and approval of the transactions contemplated hereby, each Member irrevocably makes, constitutes and appoints each of Alan Crane, Bruce Crane, Solomon A. Weisgal and Jerry H. Biederman, to the extent each such Person serves as Member Representative hereunder, as such Member's attorney-in-fact, with full power of substitution in the premises, and authorizes and empowers each such Person to act on behalf of such Member as Member Representative with the authority set forth herein. The Members shall be responsible for all costs and expenses incurred by the Member Representative in connection with their duties contemplated by this Agreement. For purposes of this Agreement, all such costs and expenses shall be considered Excluded Liabilities.

ARTICLE II

PURCHASE TRANSACTION

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, the Members shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase and accept from the Members all of the Members' right, title and interest in and to the equity or membership interests of

the Members in the Company (each a "Membership Interest" and collectively, the "Membership Interests") free and clear of all Liens. Upon the consummation of the transactions contemplated hereby, the Member Representative, on behalf of the Members, shall execute an assignment of membership interests (the "Assignment of Interest"), in form and substance satisfactory to the Buyer, which shall document and evidence the transfer and conveyance of the Membership Interests to the Buyer from the Members. The Buyer's purchase and ownership of the Membership Interests shall be effective as of the Effective Date.

2.2 Draft Effective Date Balance Sheet. Attached hereto as Schedule 2.2 is an estimated balance sheet of the Company as of the Effective Date (the "Draft Effective Date Balance Sheet"), which is prepared in accordance with GAAP and on a basis consistent with the June 17 Balance Sheet and the balance sheet of the Company as of January 1, 2000.

2.3 Excluded Assets. The parties hereto agree that as of or prior to the Effective Date, the Company shall transfer the following assets of the Company to such Person or Persons as the Members shall direct and such assets shall not inure for the benefit of the Buyer upon its purchase of the Membership Interests (collectively, the "Excluded Assets"):

- (a) cash in the amount of \$5,000,000 which may be used for employee bonuses and the payment of other related expenses or otherwise disbursed to the Members;
- (b) the note receivable from JEB Leasing Company reflected on the Draft Effective Date Balance Sheet (the "JEB Note");
- (c) the key man life insurance policies reflected on the Draft Effective Date Balance Sheet (the "Key Man Policies");
- (d) the assets contained in the deferred compensation investment trust and the benefit restoration trust, both of which are described more fully on Schedule 4.19 and each of which are reflected on the Draft Effective Date Balance Sheet (the "Trust Assets"); and
- (e) the personal property listed on Schedule 2.3(e).

2.4 Liabilities.

(a) For purposes of this Agreement, all liabilities or alleged liabilities of the Company or any Member of any nature whatsoever, whether accrued or unaccrued, known or unknown, fixed or contingent, shall be "Excluded Liabilities," other than the following:

- (i) liabilities of the Company incurred in the ordinary course of business to the extent such liabilities are set forth on the face of the Draft Effective Date Balance Sheet and are of the type of the liabilities shown on the face of the June 17 Balance Sheet and the January 1, 2000 balance sheet of the Company. Notwithstanding the foregoing, any liability of the Company or the Members relating to (A) accrued but unpaid deferred compensation for which the Trust Assets are designated to fund, such expense being reflected on the Draft Effective Date Balance Sheet, (B) the Industrial Development Revenue Bonds (Crane-Tripp Partners Project), Series 1988 (the "1988 Bonds"), (C) the lease between the Company and the Partnership for the Leased Real Property attached to Schedule 4.25(b), (D) any past or future payments to Jennifer Crane or any trust for the benefit of Jennifer Crane, and (E) the \$2,500,000 line of credit issued to the Company by the Bank (the "Line of Credit"), shall be Excluded Liabilities;

4.13 Fixed Assets: Tangible Personal Property. Schedule 4.13 sets forth a complete and accurate list of all of the equipment and other fixed assets used or held for use in the Business as reflected on the Company's books, including all machinery, equipment, vehicles, rolling stock, furniture, furnishings, fixtures, spare parts and other similar assets, in each case whether located at the Plant, in transit, on order, or otherwise not located at the Plant. All of the tangible assets of the Company have been well maintained and are in normal operating condition (with the exception of normal wear and tear), free from defects other than such minor defects as do not interfere with the continued use thereof in the normal operation of the Business. All of the Company's tangible property is located at the Plant or is in transit to or from the Plant in the ordinary course of business.

4.14 Intellectual Property; Proprietary Rights.

(a) Schedule 4.14(a) is an accurate and complete list of all of the Company's Intellectual Property. Such Intellectual Property is sufficient for the operation of the Business as currently conducted and proposed to be conducted. Except as set forth on Schedule 4.14(a), all such Intellectual Property is owned by the Company free and clear of all Liens, except for Permitted Liens.

(b) Except as set forth on Schedule 4.14(b), the Company has not interfered with, infringed upon or misappropriated any Intellectual Property of third parties, and the conduct of the Business by the Company has not interfered with, infringed upon or misappropriated any Intellectual Property of third parties. The Company has not received any charge, complaint, claim, demand or notice alleging any such interference, infringement or misappropriation of any Intellectual Property of third parties (including any claim that the Company must license or refrain from using any Intellectual Property of any third party). To the knowledge of the Company, no facts or circumstances exist that, with or without the passing of time or the giving of notice or both, might reasonably serve as the basis for any such claim.

(c) To the knowledge of the Company, no third party has interfered with, infringed upon or misappropriated any of its Intellectual Property. The Company has not granted any license with respect to any of its Proprietary Rights or Intellectual Property or made any commitment to pay or receive any royalty or license with respect to any of its Proprietary Rights or Intellectual Property.

(d) The Company has taken efforts that are reasonable under the circumstances to prevent the unauthorized disclosure to other Persons of any Intellectual Property as would enable any such Person to use it in and to compete with the Company within the scope of the Business as now conducted and as presently proposed to be conducted.

4.15 Assets Sufficient for Conduct of Business. The Company Assets constitute all of the assets, properties and rights necessary for the continued operation of the Business after the Closing as heretofore and presently conducted by the Company.

4.16 Inventory. All of the Company's supplies and inventory used or held for use in the Business, including raw materials, work-in-process, completed goods, supplies of any type or nature, packaging materials, in each case whether located at the Plant, in transit, on order, or otherwise not located at the Plant (the "Inventory"), are listed on Schedule 4.16. All of the Inventory is of good, usable and merchantable quality and includes no items obsolete, discontinued or surplus to the needs of the Business in the ordinary course, and all of the Inventory consisting of raw materials or work in process can, by application of the normal and customary manufacturing procedures of the Business, be converted into finished goods. All raw materials, parts, supplies, work in process and finished goods Inventory is of such quality as to meet or exceed the Company's in-house quality control standards, which standards are appropriate for the nature of the products sold in the Business. Except as set forth on Schedule 4.16, all Inventory is reflected in both the books and records of the Company and the Financial Statements at the

SCHEDULE 4.14(a)

INTELLECTUAL PROPERTY; PROPRIETARY RIGHTS

Trademark Registration No. 1,604,557 is the mark: CCC (Stylized)
The current affidavit of use expired July 3, 2000.

The company holds a patent on a single slice pizza box. The patent number is 4798323. Production quantity boxes have not been sold since 1998. The patent is not considered necessary to the operation of the business.

T-Box owned by Integrated Data Products used in IBM RISC 43P computer.

Microsoft Office used on approximately 45 computers.

Windows NT on PCs.

Artios Laserpoint with Data Tech plotter running Laserpoint Windows NT (CAD system)

Software associated with security system owned by NTC.

Software associated with printing presses, cutters and plate makers as installed on equipment.

X-Rite software associated with spectrophotometers.

TOPPS software used for corrugate sizing.

Software for Master Control (Document Control)

Dun & Bradstreet on line credit reference software.

Creative Solutions depreciation software.

EPOCH software associated with internet connection.

Travis COBRA software.

IN WITNESS WHEREOF, the Company, Alan Crane, the Members, the Buyer and the Parent have caused this Purchase Agreement to be signed as of the date first above written.

THE COMPANY:

CRANE CARTON COMPANY, LLC

By: TFX, Inc., its Manager

By: *Solomon A. Weisgal*
Name: Solomon A. Weisgal
Title: President

THE MEMBER REPRESENTATIVE:

(SEAL)
ALAN CRANE

THE BUYER:

CRANE CARTON ACQUISITION, INC.

By: _____
Name: _____
Title: _____

THE PARENT:

CARAUSTAR INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

Signature page to the Purchase Agreement, dated as of October 3, 2000,
Among Crane Carton Acquisition, Inc., Carastar Industries, Inc., Crane Carton Company, LLC,
Alan Crane, Bruce Crane and the Members of Crane Carton Company, LLC

IN WITNESS WHEREOF, the Company, Alan Crane, the Members, the Buyer and the Parent have caused this Purchase Agreement to be signed as of the date first above written.

THE COMPANY:

CRANE CARTON COMPANY, LLC

By: TFX, Inc., its Manager

By: _____
Name: Solomon A. Weisgal
Title: President

THE MEMBER REPRESENTATIVE:

Alan Crane (SEAL)
ALAN CRANE

THE BUYER:

CRANE CARTON ACQUISITION, INC.

By: _____
Name: _____
Title: _____

THE PARENT:

CARAUSTAR INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

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Among Crane Carton Acquisition, Inc., Caraustar Industries, Inc., Crane Carton Company, LLC,
Alan Crane, Bruce Crane and the Members of Crane Carton Company, LLC

IN WITNESS WHEREOF, the Company, Alan Crane, the Members, the Buyer and the Parent have caused this Purchase Agreement to be signed as of the date first above written.

THE COMPANY:

CRANE CARTON COMPANY, LLC

By: TFX, Inc., its Manager

By: _____
Name: Solomon A. Weisgal
Title: President

THE MEMBER REPRESENTATIVE:

ALAN CRANE (SEAL)

THE BUYER:

CRANE CARTON ACQUISITION, INC.

By: H. Lee Thrash
Name: H. Lee Thrash, III
Title: President

THE PARENT:

CARAUSTAR INDUSTRIES, INC.

By: H. Lee Thrash
Name: H. Lee Thrash, III
Title: Vice President

Signature page to the Purchase Agreement, dated as of October 3 2000,
Among Crane Carton Acquisition, Inc., Caraustar Industries, Inc., Crane Carton Company, LLC,
Alan Crane and the Members of Crane Carton Company, LLC

SCHEDULE A

MEMBERS:

Lester Crown
Lester Crown, not individually but solely as
Trustee of Lori Investment Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of L and E Investment Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of L and J Investment Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of L and B Investment Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of Elizabeth Descendants Investment Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of Jennifer Descendants Investment Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of Bruce Descendants Investment Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of Elizabeth Investment Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of Jennifer Investment Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of Bruce Investment Trust

TFX, Inc.

By: Solomon A. Weisgal
Name: Solomon A. Weisgal
Title: President

Lester Crown
Lester Crown, not individually but solely as
Trustee of Elizabeth Spouse Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of Jennifer Spouse Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of Bruce Spouse Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of Crane Descendants Spouses Trust

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of DW Elizabeth Trust

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of DW Jennifer Trust

Signature page to the Purchase Agreement, dated as of October 3, 2000,
Among Crane Carton Acquisition, Inc., Caraustar Industries, Inc., Crane Carton Company, LLC,
Alan Crane, Bruce Crane and the Members of Crane Carton Company, LLC

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of DW Bruce Trust

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of DW Lori Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of DW Elizabeth Children Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of DW Jennifer Children Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of DW Bruce Children Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of DW Progeny Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of DW Scion Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of BW Elizabeth Spouse Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of BW Jennifer Spouse Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of BW Bruce Spouse Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of BW Children Spouse Trust

Frank M. Levy
Frank M. Levy, not individually but solely as
Trustee of BW Elizabeth Descendant's Trust

Frank M. Levy
Frank M. Levy, not individually but solely as
Trustee of BW Jennifer Descendants Trust

Frank M. Levy
Frank M. Levy, not individually but solely as
Trustee of BW Bruce Descendants Trust

Frank M. Levy
Frank M. Levy, not individually but solely as
Trustee of BW Children Descendants Trust

Frank M. Levy
Frank M. Levy, not individually but solely as
Trustee of BW Children Family Trust

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of ASC Elizabeth Trust

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of the ASC Jennifer Trust

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of ASC Bruce Trust

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of ASC Elizabeth Children Trust

Signature page to the Purchase Agreement, dated as of October 3, 2000,
Among Crane Carton Acquisition, Inc., Carastar Industries, Inc., Crane Carton Company, LLC,
Alan Crane, Bruce Crane and the Members of Crane Carton Company, LLC

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of ASC Jennifer Children Trust

Solomon A. Weisgal
Solomon A. Weisgal, not individually but solely as
Trustee of ASC Bruce Children Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of ASC Elizabeth Spouse Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of ASC Jennifer Spouse Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of ASC Bruce Spouse Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of ASC Elizabeth Offspring Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of ASC Jennifer Offspring Trust

Lester Crown
Lester Crown, not individually but solely as
Trustee of ASC Bruce Offspring Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of ASC Elizabeth Descendants Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of ASC Jennifer Descendants Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of ASC Bruce Descendants Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of ASC Elizabeth Lineage Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of ASC Jennifer Lineage Trust

Jerry H. Biederman
Jerry H. Biederman, not individually but solely as
Trustee of ASC Bruce Lineage Trust

Frank M. Levy
Frank M. Levy, not individually but solely as
Trustee of ASC Trust

Geoffrey F. Grossman
Geoffrey F. Grossman, not individually but solely
as Trustee of Henry Crown Grandchildren Trust

Signature page to the Purchase Agreement, dated as of October 3, 2000,
Among Crane Carton Acquisition, Inc., Caraustar Industries, Inc., Crane Carton Company, L.L.C.,
Alan Crane, Bruce Crane and the Members of Crane Carton Company, LLC