

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vista International Packaging, Inc.		06/30/2004	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Vista International Packaging, LLC
Street Address:	520 Lake Cook Road, Suite 620
Internal Address:	c/o Keystone Capital
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2799975	BIOSHIELD
Registration Number:	1446434	INSTY-REEL
Registration Number:	1472281	INSTY-SHIRR
Registration Number:	1107314	PEELMASTER
Registration Number:	2522554	SCF
Registration Number:	2797113	VISTA
Registration Number:	1081723	VISTA
Registration Number:	1326981	VISTA
Registration Number:	2256697	YOUR PARTNER IN PROFESSIONAL FOOD PACKAGING

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: rprescan@kirkland.com
 Correspondent Name: Renee M. Prescan
 Address Line 1: 200 E. Randolph Drive

CH \$240.00 2799975

Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 28653-28 RMP

NAME OF SUBMITTER: Karen Schweickart

Total Attachments: 3
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 30, 2004 ("Effective Date") by and between VISTA INTERNATIONAL PACKAGING, INC., a Wisconsin corporation, with its principal office at 1126 88th Place, Kenosha, Wisconsin 53141 ("Assignor"), and VISTA INTERNATIONAL PACKAGING, LLC, a Delaware limited liability company, with an office at c/o Keystone Capital, 520 Lake Cook Road, Suite 620, Deerfield, Illinois 60015 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 30, 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

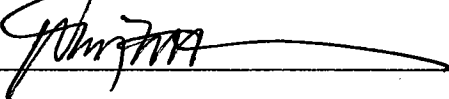
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, at Assignee's expense, all such cooperation and

assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

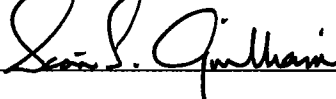
VISTA INTERNATIONAL
PACKAGING, INC.



Name: _____

Title: _____

VISTA INTERNATIONAL
PACKAGING, LLC




Name: _____

Title: _____

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Serial No./ Filing Date	Reg No./ Reg. Date
BIOSHIELD	76/468,449 11/20/02	2,799,975 12/30/03
INSTY-REEL	73/626,566 10/17/86	1,446,434 7/7/87
INSTY-SHIRR	73/626,565 10/17/86	1,472,281 1/12/88
PEELMASTER	73/167,731 4/24/78	1,107,314 11/28/78
SCF	76/253,787 5/8/01	2,522,554 12/25/01
VISTA	76/468,549 11/20/02	2,797,113 12/23/03
VISTA	73/123,140 4/18/77	1,081,723 1/10/78
VISTA & Design 	73/489,885 7/16/84	1,326,981 3/26/85
YOUR PARTNER IN PROFESSIONAL FOOD PACKAGING	75/406,337 12/16/97	2,256,697 6/29/99