

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
Why Wrap? Incorporated		12/01/2004	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Design Packaging, Inc.		
Street Address:	6479 Chupp Road		
City:	Lithonia		
State/Country:	GEORGIA		
Postal Code:	30058		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1784095	WHY WRAP?	
Registration Number:	2162178	THE BOX THAT'S ALL WRAPPED UP AND READY TO GO!	
Registration Number:	2177742	THE BOX THAT'S ALL WRAPPED UP AND READY TO GO!	
Registration Number:	2583923	BOXES BY MAIL	
Registration Number:	2432225	SPEEDY SHIPPER	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6344		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404 962-6444		
Email:	cforlidas@millermartin.com		
Correspondent Name:	Charles Forlidas		
Address Line 1:	1170 Peachtree Street		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Charles W. Forlidas		

CH \$140.00 1784095

Signature:

/Charles W. Forlidas/

Date:

01/12/2005

Total Attachments: 3

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ASSIGNMENT

STATE OF GEORGIA
COUNTY OF FULTON

WHEREAS, Why Wrap? Incorporated, a Georgia corporation with offices at 90 West Wieuca Road, Suite 216, Atlanta, Georgia 30342 ("Assignor") is the sole owner of the intellectual property, contract and other rights set forth in Sections 1.1 (a)-(h) of the Asset Purchase Agreement, dated as of December 1, 2004, between Assignor and Design Packaging, Inc., a Georgia corporation ("Assignee"), (the "Purchase Agreement") (collectively, the "Intellectual Property, Membership and Contract Rights"); and

WHEREAS, Assignee, wishes to acquire all right, title and interest in and to the Intellectual Property, Membership and Contract Rights, and Assignor wishes to transfer the same to Assignee.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby irrevocably transfers and assigns to Assignee, all right, title, and interest in and to the Intellectual Property, Membership and Contract Rights, and other proprietary rights in and to the Intellectual Property, Membership and Contract Rights(including all extensions and renewals thereof), all registrations rights associated with and of the Intellectual Property, Membership and Contract Rights, all licenses of the Intellectual Property, Membership and Contract Rights, and all other proprietary rights and goodwill arising from or related to the Intellectual Property, Membership and Contract Rights.

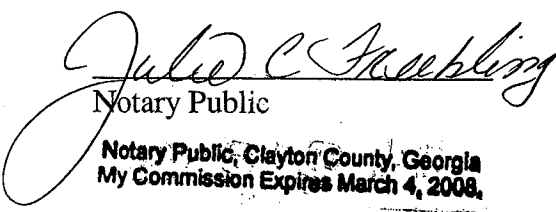
This Assignment is expressly made pursuant to, and subject to the limitations contained in, the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern, supersede and prevail.

Assignor agrees promptly to execute and deliver to Assignee any such additional assignments in the Intellectual Property, Membership and Contract Rights as Assignee may request for the purpose of securing, recording, or otherwise effectuating this Assignment, and Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact for the purpose of executing any such additional assignment of the Intellectual Property, Membership and Contract Rights in Assignor's name.

Subscribed and sworn to before
me on December 1, 2004.

WHY WRAP? INCORPORATED

By: 
Name: H. English Robinson Jr.
Title: CEO


Notary Public

Notary Public, Clayton County, Georgia
My Commission Expires March 4, 2008.

M&M 1590330_2

TRADEMARK
REEL: 003008 FRAME: 0239

WHY WRAP?

Trademarks

TRADEMARKS	RENEWAL FEE	RENEWAL DATE
Why Wrap? (USA) #1,784,095		07/27/03
The Box That's All Wrapped Up and Ready to Go- #2,162,178		06/02/04
The Box That's All Wrapped Up ad Ready to Go- #2,177,742		08/04/04
Boxes By Mail (USA) #2,583,923		06/18/08
Speedy Shipper (USA) #2,432,225 Ser. No. 75/676,199		02/27/07

**WHY WRAP?
Patent Renewals**

<u>Patents</u>	<u>Renewal Fee</u>	<u>Renewal Date</u>
Canada WWI #2173969	\$115.00	10/01/03 pd. 09/09/04
Canada WWII #2211168	\$133.00	01/27/03 pd. 11/26/03
Mexico WWI #188569	\$788.00	01/01/05 11-15 yrs. pd. 10/30/03
Mexico WWII #199833	\$742.00	01/27/05 5 yrs. pd. 11/21/00
USA WWI #5350108	\$1,010.00	03/27/06 pd. 02/22/02
USA WWII #5507428	\$1,038.00	02/22/09 8 yrs. pd. 10/30/03
USA WWIII #5803345	\$440.00	03/08/02: 2 nd and 3 rd fees due 7.5-11.5 yrs. after issue date of 9/8/98 to keep patent in effect for 20 yr. term pd. 02/22/02