

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pennsylvania Paper & Packaging, Inc.		10/14/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bunzl Distribution MidAtlantic, LLC		
Street Address:	10814 Northeast Ave.		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19116		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78376227	WEISS BROTHERS TOTAL COST SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	(314)345-6060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-345-6000		
Email:	wboldtcohen@blackwellsanders.com		
Correspondent Name:	Wendy Boldt Cohen		
Address Line 1:	720 Olive St.		
Address Line 2:	24th Floor		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	706584.97		
NAME OF SUBMITTER:	Wendy Boldt Cohen		
Signature:	/Wendy Boldt Cohen/		

OP \$40.00 78376227

Date:

10/24/2005

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made as of the 14th day of October, 2005, by and between **PENNSYLVANIA PAPER & PACKAGING, INC.**, a Pennsylvania corporation (the "Company"), and **BUNZL DISTRIBUTION MIDATLANTIC, LLC**, a Pennsylvania limited liability company ("Bunzl").

RECITALS:

A. Pursuant to that certain Asset Purchase Agreement dated as of October 14, 2005, by and among the Company, Prestige Packaging, Inc., a Pennsylvania corporation (as the sole shareholder of the Company), and Bunzl (the "Asset Purchase Agreement"), Bunzl will purchase from the Company substantially all of the assets of the Company's Grocery/Food Processing Business, which assets include the Marks (as defined below). Capitalized terms used but not defined herein shall have the meanings given to them in the Asset Purchase Agreement.

B. It is a condition precedent to Bunzl's obligation to proceed with the Closing that the Company execute this Agreement.

AGREEMENT:

NOW THEREFORE, for and in consideration of the benefits the Company will receive from the sale of the Acquired Assets, and the covenants and agreements contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. The Company hereby transfers and assigns to Bunzl, and Bunzl hereby accepts the transfer and assignment of, all of the Company's worldwide right, title, and interest in, to and under the Company's registered and unregistered domestic and foreign servicemarks, trademarks, servicemark and trademark applications, and tradenames, including, without limitation, those listed in Schedule 1 attached hereto (collectively, the "Marks"), together with the goodwill of the business associated therewith and symbolized thereby, all rights to sue for infringement (whether arising prior or subsequent to the date of this Agreement), and any and all renewals and extensions thereof that may be secured under applicable law, the same to be held and enjoyed by Bunzl, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Company had this Agreement not been made.

2. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Bunzl and the Company and their successors and assigns.

3. Entire Agreement; Amendment. This Agreement, together with the Asset Purchase Agreement, constitutes the entire agreement between the Company and Bunzl with respect to the subject matter hereof and supersedes and revokes any other contracts, agreements and/or understandings between the Company and Bunzl with regard to the subject matter hereof. This Agreement may only be amended by and pursuant to a written agreement of amendment that specifically references this Agreement and is signed by both parties.

4. Governing Law. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Agreement shall be governed by, construed and enforced according to the internal laws of the Commonwealth of Pennsylvania, determined without reference to conflicts of law principles.

5. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, both of which taken together shall constitute one instrument. Signatures of the parties transmitted by facsimile or electronically shall be deemed to be their original signatures for all purposes.

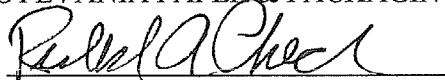
6. Precedence. In the event of a conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement effective as of the day and year first above written.

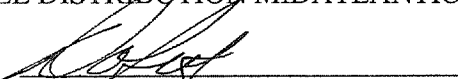
THE COMPANY:

PENNSYLVANIA PAPER & PACKAGING, INC.

By: 
Richard A. Check, President

BUNZL:

BUNZL DISTRIBUTION MIDATLANTIC, LLC

By: 
Daniel J. Lett, Secretary

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

LIST OF CERTAIN MARKS

1. The trademark "Weiss Brothers Total Cost System" and related application number 78376227, as amended, filed with the U.S. Patent and Trademark Office.
2. The name "Weiss Brothers Paper Company".

[Schedule 1 to Trademark Assignment Agreement]