

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shawn Frayne		03/04/2006	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sealed Air Corporation (US)		
<b>Street Address:</b>	Park 80 East		
<b>City:</b>	Saddle Brook		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07663		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78604454	WONDERFIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(201)703-4113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	201-703-4181		
<b>Email:</b>	yvonne.derasmo@sealedair.com		
<b>Correspondent Name:</b>	Linda Pickering, Esq.		
<b>Address Line 1:</b>	Park 80 East		
<b>Address Line 4:</b>	Saddle Brook, NEW JERSEY 07663		
<b>ATTORNEY DOCKET NUMBER:</b>	WONDERFIL		
<b>NAME OF SUBMITTER:</b>	Linda Pickering		
<b>Signature:</b>	/Linda Pickering/		
<b>Date:</b>	03/08/2006		

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Total Attachments: 1  
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TRADEMARK APPLICATION ASSIGNMENT

WHEREAS, Shawn Frayne ("Seller"), an individual residing at 14008 Middleton Way, Tampa, FL 33624, is the owner of the following WONDERFIL trademark application ("Mark"):

Jurisdiction	Mark	Registration Application No.
United States (Federal)	WONDERFIL	Application Number 78/604454

WHEREAS, Sealed Air Corporation (US) ("Buyer"), a Delaware corporation with a principal place of business at Park 80 East, Saddle Brook NJ 07663, is desirous of acquiring said trademark and registration application,

WHEREAS, Seller and Buyer have entered into that certain Assignment and License Agreement dated March 1, 2006 ("Assignment Agreement".)

NOW THEREFORE, subject to the terms and conditions set forth in the Assignment Agreement, for good and valuable consideration, receipt of which is hereby acknowledged. Seller does hereby assign unto Buyer all right, title and interest, including common law rights, to the Mark in the United States of America and all other countries and jurisdictions of the world; the goodwill of the business associated therewith and symbolized thereby; all registrations and pending applications associated with the Mark; all rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or in equity, that Seller has or may have in profits and damages for past, present and future infringements thereof, including but not limited to the right to compromise, sue for and collect said profits and damages. **This assignment is to the successor to the business of Seller to which the Mark pertains.** Notwithstanding anything to the contrary herein or in any other agreement between Buyer and Seller, in the event of any conflict between the terms and conditions of this Trademark Application Assignment and the Assignment Agreement, the terms and conditions of the Assignment Agreement shall prevail and govern.

Signed this 4<sup>th</sup> day of MARCH, 2006.

By:   
Shawn Frayne