

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the name of the receiving party, which was originally incorrectly listed as "Tuscarora Investment Company" previously recorded on Reel 001597 Frame 0054. Assignor(s) hereby confirms the documents submitted change the incorrectly listed receiving party to the correct name of, "Tuscarora Investment Corporation"..

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tuscarora Incorporated		05/29/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Tuscarora Investment Corporation
Street Address:	919 North Market Street
Internal Address:	2nd Floor
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19898
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1559812	TUSCARORA PLASTICS
Serial Number:	75026476	TUSCARORA
Serial Number:	75026118	TUSCARORA

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8002210770
 Email: matthew.mayer@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100
 Address Line 4: New York, NEW YORK 10036

CH \$90.00 1559812

ATTORNEY DOCKET NUMBER:	CSC # 923224
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	05/30/2007

Total Attachments: 8

source=Tuscarora_3tm#page2.tif

source=Tuscarora_3tm#page3.tif

source=Tuscarora_3tm#page4.tif

source=Tuscarora_3tm#page5.tif

source=Tuscarora_3tm#page6.tif

source=Tuscarora_3tm#page7.tif

source=Tuscarora_3tm#page8.tif

source=Tuscarora_3tm#page9.tif

06-24-1997

FORM PTO-1594 (Substitute)

6-6-97



RECEIVED U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
JUN 06 1997

To the Honorable Commissioner of Patents and Trademarks, 100442387

original documents or copy thereof.

1. Name of conveying party(ies):
TUSCARORA INCORPORATED

Individual Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **TUSCARORA INVESTMENT COMPANY**

Address: **919 NORTH MARKET STREET**
2ND FLOOR

City: **WILMINGTON** State: **DE** Zip: **19898**

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: **March 1, 1997**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s)

A. Trademark Application No(s).
75/026,476 and 75/026,118

B. Trademark Registration No(s).
1,559,812

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Cynthia E. Kernick**
REED SMITH SHAW & McCLAY

Address: **P.O. Box 488**

City: **Pittsburgh** State: **PA** Zip: **15230**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 2.6(b)(6)): **\$ 90.00**

Enclosed
 Authorized to be charged to deposit account
 Charge any deficiency to deposit account

8. Deposit account number:
18-0582

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and copy of the original document.

Cynthia E. Kernick
Name of Person Signing

Signature

June 2, 1997
Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

REEL: 1597 FRAME: 0054
TRADEMARK
 REEL: 003551 FRAME: 0130

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement"), effective as of the 1st day of March, 1997, by and between TUSCARORA INCORPORATED, a Pennsylvania corporation having its principal offices at 800 Fifth Avenue in New Brighton, Pennsylvania (the "Assignor"), and TUSCARORA INVESTMENT CORPORATION, a Delaware corporation having its principal offices at 919 North Market Street, 2nd Floor, in Wilmington, Delaware (the "Assignee").

RECITALS

A. The Assignor has adopted and used in its business, in the United States and Canada, the trade names and trademarks "Tuscarora Plastics" and "Tuscarora" and is the owner of all rights and interests in and to these trade names and trademarks in the United States and Canada, together with all trademark applications and registrations therefor, including the trade names, trademarks, trademark applications and registrations identified in Exhibit A attached hereto (the "Tuscarora" and "Tuscarora Plastics" trade names and trademarks identified in Exhibit A, together with all rights and interests therein, the goodwill related thereto and the registrations, applications and all past, present and future choses in action and causes of action related thereto, are hereinafter collectively referred to as the "Intellectual Property Rights" or the "Rights").

B. The Assignor is the holder of a certain demand promissory note dated February 1, 1995 of Tuscarora Limited in favor of the Assignor (the "Note").

C. The Assignee is desirous of acquiring the Intellectual Property Rights and the Note, and the Assignor is willing to convey the Intellectual Property Rights and the Note to the Assignee, upon and subject to the terms and conditions hereof.

D. Pursuant to a License Agreement dated as of even date herewith, the Assignee, concurrently herewith, is agreeing to license the Intellectual Property Rights to the Assignor, and the Assignor is agreeing to license such Intellectual Property Rights from the Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound hereby agree as follows:

1. Conveyance of Intellectual Property Rights. The Assignor hereby conveys, sells, assigns, transfers and sets over unto the Assignee the Assignor's entire right, title and interest in and to the Intellectual Property Rights in the United States and Canada, including without limitation the goodwill of the business in connection with which the Intellectual Property Rights have been used and any and all past, present and future choses in action and causes of action related to the Intellectual Property Rights, the Rights to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of the Assignee, its successors and assigns, for the full extent of the terms and any renewals thereof, and thereafter, as

fully and entirely as the same would have been held and enjoyed by the Assignor had this Agreement not been executed and such conveyance, assignment, sale and transfer not been made.

2. Conveyance of Note. The Assignor hereby conveys, sells, assigns, transfers and sets over unto the Assignee the Assignor's entire right, title and interest in and to the Note and any and all past, present and future choses in action and causes of action related to the Note, the Note to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of the Assignee, its successors and assigns, for the full extent of the terms and any renewals thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Agreement not been executed and such conveyance, assignment, sale and transfer not been made.

3. Consideration. As consideration for the conveyance of the Intellectual Property Rights and the Note made hereby, the Assignee shall deliver to the Assignor One Hundred (100) shares of common stock, par value \$1.00 per share, of the Assignee.

4. Further Assurances. Upon request, the Assignor shall execute such additional documents as may be required to effect the foregoing conveyance and for recording purposes in connection with the transfer of ownership of the Intellectual Property Rights or the Note to the Assignee.

5. Governing Law. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of Delaware.


6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

7. Entire Agreement; Amendments; Severability. This Agreement set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. No amendment or supplement to this Agreement shall be effective unless in writing and executed by the Assignor and the Assignee. This Agreement is intended to be severable; if any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

8. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed in the State of Delaware by their duly authorized representatives as of the date first above written.

TUSCARORA INCORPORATED

By 
Brian C. Mullins, Vice President and Treasurer

TUSCARORA INVESTMENT CORPORATION

By 
Edward R. Wolford, Vice President

TRADEMARK
REEL: 1597 FRAME: 0057

TRADEMARK
REEL: 003551 FRAME: 0133

Assignment Agreement, effective
March 1, 1997, between Tuscarora
Incorporated and Tuscarora Investment Corporation

Trademark Registrations and Applications

1. U.S. Trademark Registration No. 1,559,812 in Class 1 for Tuscarora Plastics, registered 10/10/89.
2. U.S. Trademark Application No. 75/026,476 in Class 6, 16 and 17 for Tuscarora, filed on 11/29/95.
3. U.S. Trademark Application No. 75/026,118 in Class 6, 16 and 17 for Tuscarora and Design, filed on 11/29/95.

Common Law Trade Names and Trademarks

1. "Tuscarora Plastics"
2. "Tuscarora"

STATE OF Missouri)

) SS:

COUNTY OF St. Louis)

On this, the 11 day of March, 1997, before me, a Notary Public,

the undersigned officer, personally appeared Edward R. Wolford, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Assignment Agreement, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Richard M. Pyle

Notary Public

[Notarial Seal]

My commission expires: 7-17-11

TRADEMARK
REEL: 1597 FRAME: 0059

TRADEMARK
REEL: 003551 FRAME: 0135

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this, the 20th day of February, 1997, before me, a Notary Public,

the undersigned officer, personally appeared Brian C. Mullins, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Assignment Agreement, and acknowledged that he executed the same for the purposes therein contained.

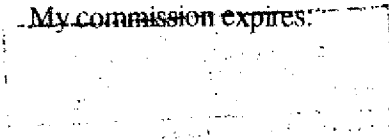
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

[Notarial Seal]

My commission expires:



RECORDED: 06/06/1997

TRADEMARK
REEL: 1597 FRAME: 0060

RECORDED: 05/30/2007

TRADEMARK
REEL: 003551 FRAME: 0136