

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
Hampshire Paper Corporation		08/04/2008	CORPORATION: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	Granite Acquisition Corp.
Street Address:	24 Powers Street
City:	Milford
State/Country:	NEW HAMPSHIRE
Postal Code:	03055
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	77435499	DEGRADABLE FILM PLANET SAFE
Serial Number:	77436419	BIO-DEGRADABLE FILM PLANET SAFE
Serial Number:	77435830	OXO-DEGRADABLE FILM PLANET SAFE
Serial Number:	77436420	OXO-BIODEGRADABLE FILM PLANET SAFE
Registration Number:	3354044	KWIK-COVER
Registration Number:	1734800	GUARDSMAN
Registration Number:	1951473	KRYSTALPHANE

CORRESPONDENCE DATA

Fax Number: (973)624-7070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 973 622 4444
 Email: mboyce@mccarter.com
 Correspondent Name: McCarter & English - William J. Heller
 Address Line 1: 100 Mulberry Street

CH \$190.00 77435499

Address Line 2: Four Gateway Center
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	18094/82 WJH 2277
NAME OF SUBMITTER:	William J. Heller
Signature:	/William J Heller/
Date:	10/22/2008

Total Attachments: 5
source=Hampshire Paper to Granite Assign#page1.tif
source=Hampshire Paper to Granite Assign#page2.tif
source=Hampshire Paper to Granite Assign#page3.tif
source=Hampshire Paper to Granite Assign#page4.tif
source=Hampshire Paper to Granite Assign#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 4th day of August, 2008 by Hampshire Paper Corporation, a New Hampshire corporation ("Assignor") in favor Granite Acquisition Corp., a Delaware corporation ("Assignee"),

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademarks identified in Schedule A (hereinafter the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated August 1, 2008, pursuant to which Assignor agrees to assign to Assignee its title, rights and interest in and to the Trademarks;

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, interest and rights in and to the Trademarks;

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

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any;

2. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars;

3. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;

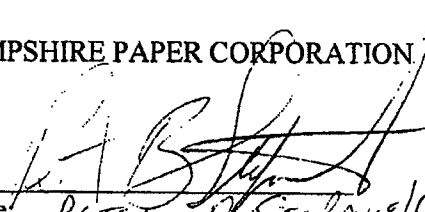
4. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its provisions concerning conflict of laws. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms;

5. This Assignment, together with the Asset Purchase Agreement, contains the entire undertaking of Assignor with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of Assignor relating to the subject matter hereof; and

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above-written.

HAMPSHIRE PAPER CORPORATION

Date: 8/05/08, 2008

By: 
Name: PETER B. STEPANEK
Title: PRESIDENT

ACKNOWLEDGMENT OF TRADEMARK ASSIGNMENT

STATE OF New Hampshire
COUNTY OF Hebbronville : ss.

PETER B STEPHAN, being duly sworn, says that [s]he is the President of
HAMPSHIRE PAPER CORPORATION, a NH corporation, and acknowledges
that [s]he did sign said instrument on behalf of HAMPSHIRE PAPER CORPORATION,
pursuant to due authority.

Sworn to and subscribed
before me this 5 day
of August, 2008.

Suzette M. Brown
Notary Public

My commission expires: _____

(SEAL)

SUZETTE M. BROWN
Notary Public - New Hampshire
My Commission Expires October 11, 2011

SCHEDULE A to Trademark Assignment of August 4, 2008

TRADEMARKS

REGISTRATIONS / PENDING REGISTRATIONS

TM/SN/RN/Disclaimer	Status/Status Date	Owner	Date of First Use
DEGRADABLE FILM PLANET SAFE w/logo SN: 77/435499 Disclaimer (Req.): "DEGRADABLE FILM "	Pending - Non-Final Action Mailed July 9, 2008	Hampshire Paper Corp. (NH Corp.) 24 Powers Street Milford, NH 03055	Int'l Class: 22
BIO-DEGRADABLE FILM PLANET SAFE w/logo SN: 77/436419 Disclaimer (Req.): "BIO-DEGRADABLE FILM"	Pending - Non-Final Action Mailed July 9, 2008	Hampshire Paper Corp. (NH Corp.) 24 Powers Street Milford, NH 03055	Int'l Class: 22
OXO DEGRADABLE FILM PLANET SAFE w/logo SN: 77/435830 Disclaimer (Req.): "OXO DEGRADABLE FILM"	Pending - Non-Final Action Mailed July 9, 2008	Hampshire Paper Corp. (NH Corp.) 24 Powers Street Milford, NH 03055	Int'l Class: 22
OXO BIODEGRADABLE FILM PLANET SAFE w/logo SN: 77/436429 0 Disclaimer (Req.): "OXO BIODEGRADABLE FILM"	Pending - Non-Final Action Mailed July 9, 2008	Hampshire Paper Corp. (NH Corp.) 24 Powers Street Milford, NH 03055	Int'l Class: 22
KWIK COVER RN: 3354044	Registered December 11, 2007	Hampshire Paper Corp. (NH Corp.) 24 Powers Street Milford, NH 03055	Int'l Class: 16 First Use: February 24, 2006

TM/SN/RN/Disclaimer	Status/Status Date	Owner	Date of First Use
GUARDSMAN RN: 1734800	Renewed 8 & 15 March 5, 2003	Hampshire Paper Corp. (NH Corp.) 24 Powers Street Milford, NH 03055	Int'l Class: 16 First Use: July 1986
KRYSTALPHANE RN: 1951473	Renewed 8 & 15 April 29, 2006	Hampshire Paper Corp. (NH Corp.) 24 Powers Street Milford, NH 03055	Int'l Class: 16 First Use: March 15, 1995

UNREGISTERED TRADEMARKS:

SURE STA™ (aisle runners)
Windsor™ (florist foil)
Shrink-Rite™ (shrink wrap film)
KISS™ (paper filler tissue)
Clear-Site™ (arrangement bags)