

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
MeadWestvaco Corporation		09/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Atlas AGI Holdings, LLC		
Street Address:	One Sound Shore Drive		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	2498191	AGI	
Registration Number:	3568898	AMARAY	
Registration Number:	3716058	BIOBOX	
Registration Number:	3389818	DESIGN2DELIVER	
Registration Number:	3389819	DESIGN2DELIVER	
Registration Number:	1984393	DIGIBOKS	
Registration Number:	2003939	DIGI-BOKS	
Registration Number:	2206089	DIGILITE	
Registration Number:	1428363	DIGIPAK	
Registration Number:	2514815	DIGIPAK THE SYSTEM	
Registration Number:	2858477	DIGISTAK	
Registration Number:	2413180	DVDIGIPAK	
Registration Number:	2858478	DVDIGISTAK	
Registration Number:	2798734	DVDIGITWIN	

CH \$615.00 2498191

900174585

TRADEMARK
 REEL: 004301 FRAME: 0345

Registration Number:	3565559	ECOCCLICK
Registration Number:	3703479	ECO-LITE
Serial Number:	77589587	MEDIA LINK
Registration Number:	1416674	POLY-MATRIX
Registration Number:	3115007	SIGNATUREPAK
Registration Number:	3439209	SLIMPAK
Registration Number:	3517046	VERSO
Registration Number:	3237404	VORTEX
Registration Number:	2860829	INSIGHT
Registration Number:	3261981	INSIGHT SLIDER

CORRESPONDENCE DATA

Fax Number: (312)984-7700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-372-2000

Email: chicago_ip_docket@mwe.com, umattsson@mwe.com,
kwalsh@mwe.com

Correspondent Name: Ulrika Mattsson, McDermott Will & Emery

Address Line 1: 227 W. Monroe Street

Address Line 2: Suite 4400

Address Line 4: Chicago, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER:	77618-013
NAME OF SUBMITTER:	Ulrika E. Mattsson
Signature:	/Ulrika E. Mattsson/
Date:	10/21/2010

Total Attachments: 11

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), effective as of September 30, 2010 (the "Effective Date"), is entered into by and between MeadWestvaco Corporation, MeadWestvaco Consumer Packaging Group, LLC and Rigesa Cellulose, Papel e Embalagens Ltda.(collectively, "Assignors"), and Atlas AGI Holdings, LLC, a Delaware limited liability company ("Assignee") hereinafter collectively referred to as the "Parties."

WHEREAS, Assignors own all right, title, and interest, in the Purchased Intellectual Property, including the Trademarks, Patents and Internet domain names (as such terms are defined in the Purchase Agreement);

WHEREAS, pursuant to the Equity and Asset Purchase Agreement (the "Purchase Agreement"), dated September 1, 2010, between MeadWestvaco Corporation and Atlas Capital Resources (A2) LP, Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, any and all rights that Assignors have in and to the Purchased Intellectual Property, including the Trademarks, Patents and Domain Names;

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

1. Assignment of Rights. Except for the Excluded IP Assets (as defined in the Purchase Agreement), Assignors hereby assign and transfer to Assignee all right, title and interest in and to:

a) the Trademarks included in the Purchased Intellectual Property, including those listed in the attached Schedule A, and all of the goodwill of the business symbolized by any of the Trademarks, together with all claims for damages by reason of infringement of the same;

b) the Patents included in the Purchased Intellectual Property, including those listed in the attached Schedule A, together with all claims for past and future damages by reason of infringement of the same, with the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives; and

c) the Internet domain names included in the Purchased Intellectual Property, including those listed in the attached Schedule A.

Assignors expressly agree that at any time and from time to time hereafter, at the request of Assignee, Assignors shall take any and all steps and execute, acknowledge and deliver to Assignee any and all further instruments and assurances reasonably necessary or expedient in order to vest the rights described herein more effectively in Assignee.

2. Assistance in Protecting and Enforcing Rights. Upon Assignee's request, Assignors will provide such reasonable non-monetary assistance as may be reasonably necessary or appropriate for Assignee to protect and enforce its rights in the Intellectual Property and Technology, including but not limited to providing information, affidavits, declarations, and

testimony in connection with litigation, arbitration, mediation, opposition, cancellation and interference proceedings.

3. Relation to Purchase Agreement. The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Purchase Agreement and this Agreement shall not in any way supersede the Purchase Agreement, which remains in full force and effect and the parties thereto shall have the rights, duties and obligations provided for thereunder. In the event of any conflict or other inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall be the controlling agreement.

4. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof to the extent that such principles would permit or require the application of laws of another jurisdiction.

5. Counterparts. This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions.

7. Waiver. The failure of any party to enforce at any time the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of any party to enforce each and every such provision thereafter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement.

Assignors:

MeadWestvaco Corporation

Signature Anthony L. Oliver

Printed Name Anthony L. Oliver

Title Asst. Treasurer

Date _____

**MeadWestvaco Consumer
Packaging Group, LLC**

Signature Anthony L. Oliver

Printed Name Anthony L. Oliver

Title Asst. Treasurer

Date _____

Rigesa Cellulose, Papel e Embalagens Ltda.

Signature _____

Printed Name _____

Title _____

Date _____

Rigesa Cellulose, Papel e Embalagens Ltda.

Signature _____

Printed Name _____

Title _____

Date _____

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement.

Assignors:

MeadWestvaco Corporation

**MeadWestvaco Consumer
Packaging Group, LLC**

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

Rigesa Cellulose, Papel e Embalagens Ltda.

Rigesa Cellulose, Papel e Embalagens Ltda.

Signature 

Signature 

Printed Name Robert K. Beckler

Printed Name JAIRO A. LORENZATTO

Title President

Title FINANCE DIRECTOR, CFO

Date _____

Date _____

Assignee:

Atlas AGH Holdings LLC

Signature

Printed Name

Title

Date September 30, 2010

IP Assignment and Assumption Agreement
Assignee Signature Page

TRADEMARK
REEL: 004301 FRAME: 0351

b) Trademarks:

Trademark	Country	Owner Name	Status	App. No.	Reg. No.	Class
DIGILITE	New Zealand	MWVCPG	Registered	271104	271104	16
DIGIPAK	New Zealand	MWVCPG	Registered	202749	202749	16
AGI	European Community	MWV	Registered	4976999	4976999	16, 40, 42
AGI	United States of America	MWV	Registered	76/130552	2498191	40, 42
AGI MEDIA PACKAGING	Argentina	MWV	Registered	2333283	1890501	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	Argentina	MWV	Registered	2333284	1890502	20
AGI MEDIA PACKAGING	Argentina	MWV	Registered	2333285	1892749	42
AGI MEDIA PACKAGING	Argentina	MWV	Registered	2333286	1892750	40
AGI MEDIA PACKAGING	Australia	MWV	Registered	866546	866546	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	Brazil	MWV	Registered	823781267	823781267	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	Brazil	MWV	Registered	823781240	823781240	20
AGI MEDIA PACKAGING	Brazil	MWV	Registered	823781232	823781232	42
AGI MEDIA PACKAGING	Brazil	MWV	Registered	823781224	823781224	40
AGI MEDIA PACKAGING	China (People's Republic)	MWV	Registered	2001079575	1924073	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	China (People's Republic)	MWV	Registered	2001079576	1996740	20
AGI MEDIA PACKAGING	China (People's Republic)	MWV	Registered	2001079577	2009240	42
AGI MEDIA PACKAGING	China (People's Republic)	MWV	Registered	2001079578	1956492	40
AGI MEDIA PACKAGING	European Community	MWV	Registered	2145977	2145977	16, 20, 35, 37, 39, 40, 42
AGI MEDIA PACKAGING	Mexico	MWV	Registered	473126	741113	42

Trademark	Country	Owner Name	Status	App. No.	Reg. No.	Class
AGI MEDIA PACKAGING	Mexico	MWV	Registered	473123	736014	40
AGI MEDIA PACKAGING	Mexico	MWV	Registered	515752	730421	35
AGI MEDIA PACKAGING	Mexico	MWV	Registered	509855	724336	35
AGI MEDIA PACKAGING	Mexico	MWV	Registered	515753	730422	39
AMARAY	Canada	MWV	Registered	526836	TMA303071	n/a
AMARAY	India	MWV	Pending	1793183		9, 16
AMARAY	India	MWV	Pending	1793184		9
	Int'l Registration - Madrid Agreement / Protocol	MWV				
AMARAY	United States of America	MWV	Registered	890755	890755	9
AMARAY	United States of America	MWV	Registered	77/141434	3568898	9
BIOBOX	Australia	MWV	Registered	1227663	1227663	9
BIOBOX	Canada	MWV	Allowed	1385610		n/a
BIOBOX	European Community	MWV				
BIOBOX	United States of America	MWV	Registered	6709851	6709851	9, 20, 21
BIOBOX	United States of America	MWV	Registered	77/404794	3716058	9
DESIGN2DELIVER	United States of America	MWV	Registered	78/618038	3389818	40, 42
DESIGN2DELIVER LOGO	United States of America	MWV	Registered	78/618128	3389819	40, 42
DIGIBOKS	United States of America	MWV	Registered	74/364290	1984393	16
DIGI-BOKS	Canada	MWV	Registered	722448	TMA45158	n/a
DIGI-BOKS	United States of America	MWV	Registered	74/603588	2003939	16
DIGILITE	Canada	MWV	Registered	832815	TMA529932	n/a
DIGILITE	European Community	MWV	Registered	1298934	1298934	16
DIGILITE	United States of America	MWV	Registered	75/186829	2206089	16
DIGILOK	Canada	MWV	Registered	857710	TMA545766	n/a
DIGILOK	European Community	MWV	Registered	514521	514521	9, 16, 20
DIGIPAK	Argentina	MWV	Registered	1934441	2146695	16
DIGIPAK	Australia	MWV	Registered	536652	536652	16
DIGIPAK	Brazil	MWV	Registered	818020865	818020865	16

Trademark	Country	Owner Name	Status	App. No.	Reg. No.	Class
DIGIPAK	Canada	MWV	Registered	660426	TMA394467	n/a
DIGIPAK	Chile	MWV	Registered	284555	728192	16
DIGIPAK	China (People's Republic)	MWV				
DIGIPAK	Colombia	MWV	Registered	94107894	888767	16
DIGIPAK	Czech Republic	MWV	Registered	32158	172824	16
DIGIPAK	Denmark	MWV	Registered	142559	228235	16
DIGIPAK	European Community	MWV	Registered	4879/90	5761/91	16
DIGIPAK	Finland	MWV	Published	8781395		9, 16, 40
DIGIPAK	Hong Kong	MWV	Registered	3291/90	118739	16
DIGIPAK	India	MWV	Registered	07101/1994	B06147	16
DIGIPAK	Indonesia	MWV	Registered	636646	636646	16
DIGIPAK	Ireland	MWV	Registered	R0020040001300013	IDM000072487	16
DIGIPAK	Japan	MWV	Registered	94/1553	160867	16
DIGIPAK	Japan	MWV	Registered	13398/1986	2640883	16
DIGIPAK	Malaysia	MWV	Registered	2008-77	5282406	9
DIGIPAK	Mexico	MWV	Registered	MA/12300/94	94012300	16
DIGIPAK	Norway	MWV	Registered	189026	454832	16
DIGIPAK	Pakistan	MWV	Registered	903189	150596	16
DIGIPAK	Paraguay	MWV	Registered	127421	127421	16
DIGIPAK	Poland	MWV	Registered	11410-94	271622	16
DIGIPAK	Portugal	MWV	Registered	Z-134808	R99641	16
DIGIPAK	Russian Federation	MWV	Registered	265448	265448	16
DIGIPAK	Saudi Arabia	MWV	Registered	94024761	139929	16
DIGIPAK	Singapore	MWV	Registered	25497	346/26	16
DIGIPAK	South Africa	MWV	Registered	S774494	T94077441	16
DIGIPAK	Sweden	MWV	Registered	93/9226	93/9226	16
DIGIPAK	Switzerland	MWV	Registered	90-05838	241894	16
DIGIPAK	Taiwan	MWV	Registered	4680/1990.9	383181	16
DIGIPAK	Turkey	MWV	Registered	83043561	685460	50 (local)
DIGIPAK	United Kingdom	MWV	Registered	33770	156101	16
DIGIPAK	United States of America	MWV	Registered	1430137	1430137	16
DIGIPAK	Venezuela	MWV	Registered	73/606794	1428363	16
DIGIPAK		MWV	Registered	1218-95	P189206	16

Trademark	Country	Owner Name	Status	App. No.	Reg. No.	Class
DIGIPAK THE SYSTEM	United States of America	MWV	Registered	76/130550	2514815	40, 42
DIGISTAK	Australia	MWV	Registered	945293	945293	16, 20
DIGISTAK	Brazil	MWV	Registered	825458420	825458420	16, 20
DIGISTAK	Brazil	MWV	Pending	825458439		20
DIGISTAK	Canada	MWV	Registered	1172000	TMA633278	n/a
DIGISTAK	China (People's Republic)	MWV	Registered	3489069	3489069	16
DIGISTAK	China (People's Republic)	MWV	Registered	3489070	3489070	20
DIGISTAK	European Community	MWV	Registered	3077146	3077146	16, 20
DIGISTAK	Hong Kong	MWV	Registered	32332003	200406684	16
DIGISTAK	Hong Kong	MWV	Registered	32352003	200406014	20
DIGISTAK	India	MWV	Published	1653389		16
DIGISTAK	Japan	MWV	Registered	2003017710	4764728	16, 20
DIGISTAK	Japan	MWV	Registered	2008-78	5216294	9
DIGISTAK	Korea, Republic of	MWV	Registered	20030009165	589379	16, 20
DIGISTAK	Mexico	MWV	Registered	590576	851129	16
DIGISTAK	Mexico	MWV	Registered	590574	819776	20
DIGISTAK	Taiwan	MWV	Registered	92020882	1085915	9
DIGISTAK	United States of America	MWV	Registered	76/410324	2858477	16, 20
DVDIGIPAK	Australia	MWV	Registered	840991	840991	16
DVDIGIPAK	Brazil	MWV	Published	823101649		16
DVDIGIPAK	Canada	MWV	Registered	1066146	TMA586619	n/a
DVDIGIPAK	China (People's Republic)	MWV	Registered	2000111720	1628732	16
DVDIGIPAK	Hong Kong	MWV	Registered	14493/2000	B04642/2003	16
DVDIGIPAK	India	MWV	Pending	1653388		16
DVDIGIPAK	Japan	MWV	Registered	2000075146	4552304	9
DVDIGIPAK	United States of America	MWV	Registered	75/716377	2413180	16
DVDIGISTAK	Australia	MWV	Registered	945292	945292	16, 20
DVDIGISTAK	Brazil	MWV	Registered	825458404	825458404	16
DVDIGISTAK	Brazil	MWV	Registered	825458412	825458412	20

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Trademark	Country	Owner Name	Status	App. No.	Reg. No.	Class
DVDIGISTAK	Canada	MWV	Registered	1171999	TMA686,135	n/a
DVDIGISTAK	China (People's Republic)	MWV	Registered	3489068	3489068	20
DVDIGISTAK	China (People's Republic)	MWV	Registered	3489067	3489067	16
DVDIGISTAK	European Community	MWV	Registered	3077071	3077071	16, 20
DVDIGISTAK	India	MWV	Pending	1653390		16
DVDIGISTAK	Japan	MWV	Registered	2003017709	4799598	9
DVDIGISTAK	Korea, Republic of	MWV	Registered	20030009167	589380	16, 20
DVDIGISTAK	Mexico	MWV	Registered	590575	819777	16
DVDIGISTAK	Mexico	MWV	Registered	590573	819775	20
DVDIGISTAK	Taiwan	MWV	Registered	92020881	1085914	9
DVDIGISTAK	United States of America	MWV	Registered	76/410750	2858478	16, 20
DVDIGITWIN	United States of America	MWV	Registered	76/383521	2798734	16
ECOCCLICK	Canada	MWV	Pending	1366269		n/a
ECOCCLICK	European Community	MWV	Registered	6472104	6472104	16
ECOCCLICK	United States of America	MWV	Registered	77/289492	3565559	16
ECO-LITE	United States of America	MWV	Registered	77/660423	3703479	9
MEDIA LINK	United States of America	MWV	Allowed	77/589587		9, 16
POLY-MATRIX	United States of America	MWV	Registered	73/595158	1416674	20
SIGNATUREPAK	Canada	MWV	Registered	1211096	TMA686,100	n/a
SIGNATUREPAK	European Community	MWV	Registered	3741709	3741709	16
SIGNATUREPAK	United States of America	MWV	Registered	78/390540	3115007	9
SLIMPAK	United States of America	MWV	Registered	77/141366	3439209	9
VERSO	United States of America	MWV	Registered	77/053135	3,517,046	9
VORTEX	Canada	MWV	Registered	1311412	TMA740369	n/a

Trademark	Country	Owner Name	Status	App. No.	Reg. No.	Class
VORTEX	European Community	MWV	Registered	5386586	5386586	16, 20, 42
VORTEX	United States of America	MWV	Registered	78/932799	3,237,404	9
DVDIGIPAK	New Zealand	MWVCPG	Registered	617918	617918	16
INSIGHT	United States of America	MWV	Registered	76/385782	2860829	20
INSIGHT SLIDER	Canada	MWV	Registered	1220237	TMA644594	n/a
INSIGHT SLIDER	European Community	MWV	Registered	3903151	3903151	20
INSIGHT SLIDER	United States of America	MWV	Registered	78/433956	3261981	20
AGI SOUTH AMERICA	BR	RIG	Registered	826505350	826505350	35