

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
Progressive Plastics, Inc.		12/10/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Progressive Acquisition Inc.		
Street Address:	c/o Alpha Packaging Inc.		
Internal Address:	1555 Page Industrial Blvd.		
City:	St. Loius		
State/Country:	MISSOURI		
Postal Code:	63132		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2839787	PPI	
Registration Number:	2866238		
Registration Number:	2839789	PP	
Registration Number:	2814830	PROGRESSIVE PLASTICS	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	PROGRESSIVE PLASTICS		

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TRADEMARK
REEL: 004433 FRAME: 0863

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	12/15/2010
Total Attachments: 4 source=Progressive plastics TM assignment#page1.tif source=Progressive plastics TM assignment#page2.tif source=Progressive plastics TM assignment#page3.tif source=Progressive plastics TM assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS (this "Assignment") made as of December 10, 2010 by Progressive Plastics, Inc, a corporation organized under the laws of Ohio ("Assignor"), to Progressive Acquisition Inc., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor, Assignee, Progressive Plastics, Inc., Emery Properties, Inc., West 150th Properties, Inc., Anthony J. Busa, Rome P. Busa, Jr., the Anthony J. Busa Revocable Trust (Dated 3/26/02) and the Rome P. Busa, Jr. Revocable Trust (Dated 10/17/02) are parties to an Asset Purchase Agreement, dated as of the date hereof (as it may be amended, modified or supplemented from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks set forth on Schedule I attached hereto and incorporated by reference herein, which are registered in the United States Patent and Trademark Office (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire Assignor's rights, title and interests in and to the Assigned Marks.

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

Assignor does hereby convey, assign, transfer and deliver to Assignee, free and clear of Liens, encumbrances and other liabilities and charges (other than Permitted Liens), (i) all of Assignor's rights, title and interests in and to the Assigned Marks, including the registrations and applications for registration thereof and the goodwill of the business connected with the use thereof and symbolized thereby, (ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation thereof, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Following the consummation of the Transactions, Assignor shall, and shall cause its Affiliates to, execute and deliver, without consideration, such documents as Assignee may reasonably request, or take any additional actions, in each case, if necessary or appropriate in connection with the consummation of the Transactions, to more effectively

convey, assign and transfer to Assignee (or to more effectively record or evidence the same) the Assigned Marks. Assignor and Assignee agree that any filing fees associated with recording this Assignment with the United States Patent and Trademark Office shall be borne solely by Assignee.

Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

[signature page follows]

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

PROGRESSIVE PLASTICS, INC.

By: *Anthony J. Busa*
Name: Anthony J. Busa
Title: President

ACKNOWLEDGEMENT

STATE OF Ohio

COUNTY OF Cuyahoga

To wit: I, Christine Maria Brezina, a notary public in and for the State and County aforesaid, do certify that Anthony J. Busa, whose name, as President of Progressive Plastics, Inc., is signed to the writing above, bearing the date on the 2nd day of November, 2010 has acknowledged the same before me in my County aforesaid



Given under my hand and official seal this 2nd day of November, 2010.

My term of office expires on the 30 day of May, 2015.

Christine Maria Brezina
(Notary Public)

Christine Maria Brezina, Notary Public
State of Ohio & Lorain County
My Commission Expires: May 30, 2015

SCHEDULE I

Mark	Serial Number Filing Date	Registration Number Registration Date
PPI	76/504,700 4/7/2003	2,839,787 5/11/2004
Design Only 	76/505,069 4/7/2003	2,866,238 7/27/2004
PP 	76/504,893 4/7/2003	2,839,789 5/11/2004
PROGRESSIVE PLASTICS	76/504,702 4/7/2003	2,814,830 2/17/2004