

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
Stahlsac, Inc		11/28/2011	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Huish Packaging, LLC		
Street Address:	1540 North 2200 West		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84116-4160		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4056354	STAHL SAC	
CORRESPONDENCE DATA			
Fax Number:	(801)537-1799		
Email:	grimshaw@austin-rapp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Kyle W. Grimshaw		
Address Line 1:	170 South Main Street, Suite 735		
Address Line 4:	Salt Lake City, UTAH 84101		
ATTORNEY DOCKET NUMBER:	3682		
NAME OF SUBMITTER:	Kyle W. Grimshaw		
Signature:	/Kyle W. Grimshaw/		
Date:	12/12/2011		

OP \$40.00 4056354

Total Attachments: 4

source=Stahlsac_Trademark_Assignment_3682#page1.tif

source=Stahlsac_Trademark_Assignment_3682#page2.tif

source=Stahlsac_Trademark_Assignment_3682#page3.tif

source=Stahlsac_Trademark_Assignment_3682#page4.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS
(Exhibit C to Huish Packaging-Stahlsac Asset Purchase Agreement)**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (“IPR Assignment”) is made as of November 28, 2011, by and between Stahlsac, Inc, a North Carolina Corporation (“Assignor”), and Huish Packaging, LLC, a Delaware limited liability company (“Assignee”).

RECITALS

Assignor and Assignee are parties to an Asset Purchase Agreement dated as of November 28, 2011 (“Asset Purchase Agreement”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignors certain Included Assets (as defined in the Asset Purchase Agreement), including, without limitation, all registered Marks, Patents, and Copyrights (each as defined in the Asset Purchase Agreement). Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such documents as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure, and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Included Assets.

In accordance with the Asset Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title, and interest in, to and under the Marks, Patents, and Copyrights listed on Schedule 1-IPR, attached to this IPR Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey unto Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s right, title, and interest in and to the Marks, Patents, and Copyrights listed on Schedule 1-IPR, attached to this IPR Assignment, together with the goodwill of the business associated therewith and which is symbolized thereby, and any marks, patents, copyrights, registrations, or certificates of inventions issuing on any applications, the inventions disclosed in any of the foregoing, any and all counterpart United States, international, and foreign marks, patents, copyrights, applications, and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations, and continuations-in-part of any of the foregoing, and any intellectual property rights associated with or related to Seller’s website www.stahlsac.com (collectively the “Intellectual Property Rights”).

Assignor further agrees to and hereby does sell, assign, transfer, and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Intellectual Property Rights, including all rights to pursue damages, injunctive relief, and other remedies for past and future infringement of the Intellectual Property Rights, and (ii) to apply in any or all countries of the world for marks, patents, copyrights, certificates of invention, or other governmental grants for the Intellectual Property Rights, including without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation

Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all marks, patents, copyrights, or certificates of invention which may be granted upon any of the Intellectual Property Rights in the name of Assignee.

Assignor will, at no cost or expense to Assignee, at the reasonable request of Assignee, and without demanding any further consideration, do all things necessary, proper, or advisable, including, without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Intellectual Property Rights. Such assistance shall include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference, or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Intellectual Property Rights. If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under this IPR Assignment of Intellectual Property Rights, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as each of Assignor's agents and attorneys-in-fact with full power of substitution to act for and on each of Assignor's behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

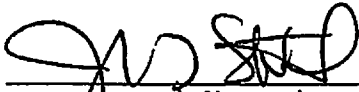
The terms and conditions of this IPR Assignment shall inure to the benefit of Assignee, its successors, assigns, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives. Except to the extent that federal law preempts state law, this IPR Assignment shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to the principles of conflicts of laws.

[signature page follows]

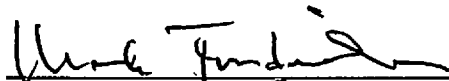
IN WITNESS WHEREOF, each Assignor has caused its duly authorized officer to execute this IPR Assignment as of the date first above written.

ASSIGNOR:

STAHL SAC, INC.

By: 
Name: John L. Stahl
Title: president

HUI SH PACKAGING, LLC

By: 
Name: MARK FREDRIKSON
Title: CEO

SCHEDULE 1-IPR

- 1. US Trademark for the name "Stahlsac"**
- 2. European Trademark for the name "Stahlsac"**
- 3. Website and domain www.stahlsac.com**